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A COLLECTION OF
TREATIES, ENGAGEMENTS AND SANADS

RELATING TO INDIA AND NEIGHBOURING COUNTRIES

COMPILED BY

C. U. AITCHISON, B.C.S.

UNDER-SECRETARY TO THE GOVERNMENT OF INDIA
IN THE FOREIGN DEPARTMENT

VOL. IX

CONTAINING

THE TREATIES, &c., RELATING TO HYDERABAD, MYSORE AND COORG

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PART I.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO

HYDERABAD.

THE fortunes of the present ruling family of Hyderabad were founded by Kamar-ud-din Asaf Jah, a distinguished soldier of the Emperor Aurangzeb, who in 1713 was appointed Nizam-ul-Mulk and Subadar of the Deccan, but eventually threw off the control of the Delhi Court. Asaf Jah died in 1748, and was succeeded by his second son, Nasir Jang, in the absence of the eldest son, Ghazi-ud-din Khan, who was holding high office at the Court of Delhi, and acquiesced temporarily in Nasir Jang's succession. The claims of Nasir Jang were disputed by Muzaffar Jang, his sister's son, with the support of Dupleix, the Governor of the French settlements, who saw in the establishment, through his influence, of Muzaffar Jang as Subadar of the Deccan, and of Chanda Sahib, a claimant for the Nawabship of the Carnatic, means of securing the ascendancy of the French in India. The support which Muzaffar Jang received from the French was, in those times, of itself sufficient reason to induce the English to lend their aid to Nasir Jang. Muzaffar Jang fell into the hands of his uncle, by whom he was imprisoned, but in the following year, after the murder of Nasir Jang by Pathan rebels, he was released, and with the support of the French assumed the authority of Subadar. Ghazi-ud-din Khan disputed this succession and allied himself with the Marathas to obtain the Subadarship. He died from the effects of poison in 1751. After his accession Muzaffar Jang received into his service a body of French troops under the command of Bussy, and assigned to the French large territories near Pondicherry, the province of Karikal, and the town and district of Masulipatam. He was soon afterwards killed in a mutiny of his troops. His only son being a minor, Salabat Jang, the third son of Asaf Jah, was placed in power by the influence of the French, in gratitude for which Salabat Jang confirmed many of the privileges enjoyed by them, and assigned several districts in the northern Circars (Sarkars) for the pay and equipment of the French auxiliaries in his service.

On the outbreak of the war between France and England in 1756, the French were driven out of the northern Circars by an English force. Salabat Jang advanced to oppose the English, but did not feel himself strong enough to risk a battle without the aid of his French auxiliaries, who had been recalled by Count Lally. He accordingly concluded a Treaty (No. I) in 1759 with the English. This granted the seaport of Masulipatam and other districts, comprising altogether an area of about 700 square miles, to the English in inam, and bound Salabat Jang to exclude the French from his dominions. The acquisitions of the English in the northern Circars were confirmed by a farman of the Emperor of Delhi in 1765, at the time when the Dewani of Bengal, Behar, and Orissa was obtained by the same power.

Salabat Jang was deposed in 1761 by his younger brother, Nizam Ali, and died two years afterwards in prison. In 1765 Nizam Ali devastated the Carnatic, but was driven back. At the same time an English force took possession of the Carnatic in virtue of a farman from the Emperor of Delhi. The Nizam was making active preparations for the continuance of hostilities, but the Madras Government, which was then labouring under pecuniary difficulties, deputed General Calliaud to Hyderabad to negotiate peace. The negotiations resulted in 1766 in a Treaty (No. II), by which, in return for the Circars of Ellore, Chicacole, Rajamahendri, Mustafanagar, and Murtazanagar or Guntur, the British Government agreed to furnish the Nizam with a subsidiary force when required, and to pay nine lakhs a year when the assistance of their troops was not required. The Nizam on his part engaged to assist the British with his troops. The Circar of Guntur, which the Nizam had given in jagir to his brother, Basalat Jang, was not to be taken possession of till the latter's death, except in the event of his creating disturbances in the Carnatic.

Under this treaty a corps of two battalions joined the Nizam for the reduction of the fort of Bangalore, then in the possession of Haidar Ali of Mysore, with whom the British Government was on hostile terms; but it was soon withdrawn in consequence of the Nizam having treacherously deserted the British alliance and invaded the Carnatic in conjunction with Haidar Ali. The Nizam, however, was soon compelled to separate from Haidar Ali, and in 1768 another Treaty (No. III) was concluded between the British Government and the Nawab of the Carnatic on the one part, and the Nizam on the other. By this treaty the Nizam revoked all sanads

granted to Haidar Ali by the Subadars of the Deccan; agreed to cede to the English, in return for an annual payment of seven lakhs of rupees, the Diwani of the Carnatic above the ghats, which had been seized by Haidar Ali; pledged himself not to interfere with the possessions of the Nawab of the Carnatic; and agreed to accept a reduced payment for the northern Circars. The engagement between the English and the Nizam mutually to assist each other with troops was altered. The British Government undertook to furnish the Nizam on his requisition with two battalions of sepoys with guns, subject to the conditions that the Nizam would defray the cost of the force, and that it would not be employed against any person in alliance with the English.

In consequence of the action of Basalat Jang in collecting French troops in Guntur, it became necessary in 1774 to call on the Nizam to order their removal. No results followed the Nizam's orders. But in 1779 Basalat Jang, threatened by Haidar Ali, craved the protection of the English and agreed with the Madras Government (No. IV) to rent to them the Guntur district; to dismiss the French troops; and to receive English troops adequate for the defence of the district. This engagement, which was concluded without reference to the Nizam, was considered by him to be a breach of the treaty of 1768, and was disallowed by the Government of India. The district of Guntur, which in the meantime had been transferred to the Nawab of the Carnatic on a ten years' lease, was restored to the Nizam's officers.

In 1782 Basalat Jang died, and the Guntur Circar, which ought to have lapsed to the English, was retained by the Nizam's officers. In 1788 a Resident was sent to Hyderabad for the first time, the objects of his mission being to demand restitution of the district and to adjust the tribute due to the Nizam, the payment of which had been allowed to fall into arrears. The demand for the restoration of Guntur was complied with (No. V) but the dispute regarding the arrears of tribute could not be adjusted at Hyderabad. It was by mutual consent referred to the decision of the Governor-General, and Mir Alam, also styled Mir Abul Kasim, was deputed by the Nizam to Calcutta to represent his interests. After allowing for the revenues which had been irregularly collected from Guntur by the Nizam, the arrears due by the British Government were reduced to the sum of Rs. 9,16,665. The mission of Mir Abul Kasim was productive in 1789 of a new Engagement (No. VI), explanatory of the treaty of 1768. By this

engagement, which was in the form of a letter from Lord Cornwallis, but was declared to be as binding on the British Government as a regular treaty, it was explained that the words in the 6th article of the treaty of 1768, "whenever the situation of affairs will allow of such a body of troops to march into the Deccan," should be understood to mean that the force engaged for by that article should be granted whenever the Nizam should apply for it, provided that it should not be employed against any power in alliance with the British Government.

On the breaking out of the first war with Tipu Sultan, Lord Cornwallis succeeded in securing the co-operation of the Nizam by promising him full participation in the advantages which might result from the war. A Treaty of offensive and defensive alliance (No. VII) was concluded with him on the 4th July 1790. By this treaty, to which the Peshwa was made a party, it was stipulated that the Nizam and the Peshwa should invade Tipu's territories, and should furnish a contingent of 10,000 horse to be paid for by the British Government; that an equal division should be made of the territories conquered; that certain palegars (polygars) and zamindars, who had formerly been dependent on the Nizam and the Peshwa, should be placed on their former footing; and that if, after the conclusion of peace, Tipu should attack any of the contracting parties, the others should join in punishing him. On the termination of the war territories yielding an annual revenue of 13,16,000 pagodas were made over to the Nizam as his share of the conquests.

After the conclusion of peace Lord Cornwallis transmitted to Hyderabad and Poona proposals to reduce to a definite treaty the mutual guarantee against Tipu which had been stipulated for in the treaty of 1790. But owing to the delay and evasions of the Peshwa, whose designs against Tipu and the Nizam would have been frustrated by the engagements proposed, the conclusion of the treaty was abandoned, although the Nizam had given his verbal consent to it.

At this time the Marathas revived a claim against the Nizam for arrears of chauth, and threatened hostilities if it were not satisfied. The Nizam applied to the British Government for aid, but Sir John Shore was precluded by the treaties with the Marathas from interfering further than as a mediator. The war which broke out in 1795 terminated in the convention of Kurdla, by which the Nizam was compelled to cede to the Marathas territories yielding a revenue of thirty-five lakhs of rupees; to

pay three crores of rupees ; and to give his minister, Azam-ul-Umara, as a hostage for the fulfilment of these terms. Three-fourths of the territory ceded by the Nizam was afterwards recovered during the dissensions which followed the death of Madho Rao Peshwa.

The resentment created in the mind of the Nizam by the refusal of the British Government to aid him in his extremities, or to permit the subsidiary force to accompany him in the war, led him to entertain in his service a body of troops commanded by French officers, and to dismiss the British subsidiary force. Friendly relations with him were therefore threatened with rupture ; but before matters came to a crisis the rebellion of his son, Ali Jah, compelled him to beg that the subsidiary force might be sent back. The return of the minister, Azam-ul-Umara, from Poona was also favourable to British influence ; and, as the threatening attitude of Tipu made a closer connection with Hyderabad desirable, a Treaty (No. VIII) was concluded on the 1st September 1798, by which the subsidiary force was made permanent and raised to six battalions with guns, costing Rs. 24,17,100 a year ; the Nizam's French corps was to be disbanded ; and the British Government was to arbitrate between the Nizam and the Peshwa, or, in the event of the Peshwa not consenting to that arrangement, to protect the Nizam from any unjust and unreasonable demands of the Marathas.

On the outbreak of the second war with Tipu in 1799, the subsidiary force and the Nizam's army co-operated with the British troops, and after the fall of Seringapatam the Nizam received by the partition treaty of Mysore (No. IX) districts yielding 6,07,332 pagodas. To these were subsequently added two-thirds of the territories which were offered to, but rejected by, the Peshwa. The jealousy with which the Marathas viewed the operations against Tipu, and the threatening attitude which they assumed, led the British Government again to strengthen their connection with the Nizam, and a new Treaty (No. X) was concluded with him on the 12th October 1800, by which two battalions of infantry and one regiment of cavalry, with a due proportion of artillery, were added to the subsidiary force, while to secure the payment of the force the Nizam ceded most of the territories which he had acquired by the Treaty of Seringapatam of the 18th March 1792 (No. XLII), and the Mysore treaty of 1799 (No. XLIII), yielding about 18,13,188 pagodas. Certain other lands, yielding about Rs. 8,34,718, were also ceded by the Nizam in exchange for the rest of these territories, with the additional object of securing a well-defined

boundary. The treaty regulated the duties on which the subsidiary force was to be employed; secured the Nizam in the sovereignty of his dominions; prohibited his entering into political negotiations with other States; and made the British Government the arbiter in his disputes with other powers. In consequence of the equivocal conduct of the Nizam in the first Maratha war, and the refusal of his officers to receive the wounded in the battle of Assaye into the forts of Daulatabad and Dharur, an additional article was added on the 9th January 1804 to the treaty of 1800, requiring the contracting parties to admit the troops of either party into their forts when called upon.

In 1802 a Treaty (No. XI) was concluded with a view to check excessive taxation levied by the Nizam's officials. This treaty provided for the free transit of articles of commerce between British and Hyderabad territories; abolished transit duties; limited import and export, or customs, duties to 5 per cent *ad valorem,* to be collected once for all at fixed places.

Nizam Ali died in 1803 and was succeeded by his son, Sikandar Jah, who went through the form of obtaining the confirmation of the Emperor of Delhi. On his accession all existing treaties with the British Government were confirmed (No. XII). At the close of the Maratha war the Nizam received by the partition Treaty of Hyderabad (No. XIII), dated the 28th April 1804, the cession of the Deccan territories conquered from Sindhia and Nagpur.

Mir Alam, the Nizam's able minister and a sincere friend of the British Government, died in 1808. The two principal competitors for the vacant post were Munir-ul-Mulk, son-in-law of Mir Alam, and Shams-ul-Umara, chief of the military party in the State. Lord Minto, whose advise had been spontaneously sought by the Nizam, recommended the appointment of the latter; but the Nizam did not accept the advice and selected Munir-ul-Mulk in preference. As a condition of the appointment of the new minister, however, the Nizam required him to enter into an agreement that the affairs of the State should be conducted through the agency of one Chandu Lal, a custom which had prevailed since the death of Mir Abul Kasim. The Nizam himself, whose sanity was doubted, lived a secluded life, and took no interest in the administration. Chandu Lal was a staunch supporter of British interests throughout the long, and not altogether friendly, rule of Sikandar Jah, and under him the reform of the military establishments was commenced, and a regular army disciplined by British

officers was organised. Various views have been taken of Chandu Lal's character. But, whatever may have been his faults, he was the only person that could be found at Hyderabad capable of carrying on the administration, and neither the Nizam himself nor successive Residents, who were not all well-disposed to Chandu Lal, could find a better man to fill his place.

The Nizam's army proved of much service in the Pindari and Maratha wars in 1817, and after the overthrow of the Peshwa these services were recognised by the Treaty of the 12th December 1822 (No. XIV), whereby the Nizam received a considerable accession of territory; was released from all arrears of tribute which he owed to the Peshwa, and from all demands for such tribute in future; and some exchanges of territory were effected to secure a well-defined frontier. The Nizam was bound to protect the rights of the landholders in the districts made over to him—a stipulation which has led to constant discussions with his Government. In 1847 a commission was appointed to enquire into all claims under this guarantee. The claims finally allowed amounted to Rs. 1,00,147.

Sikandar Jah died in 1829, and was succeeded by Nasir-ud-Daula, with whom a Treaty (No. XV) was concluded in 1831, confirming all existing treaties. During the latter years of Sikandar Jah's rule the administration of the country had fallen into great disorder. The revenues of the State were farmed to contractors, who were practically supreme in their several districts. In consequence the grossest oppression prevailed, and the disciplined force under British officers was repeatedly called out to repress local rebellion. The country was infested with robber bands, and the roads were unsafe, except for persons travelling with large armed escorts. For the restoration of order it became necessary to employ British officers in the different districts. They settled the amount of revenue to be levied, and under their administration the country soon improved. The State, moreover, was deeply involved in debt, both to merchants and to the British Government. The annual payments to the Nizam for the northern Circars were accordingly capitalised for a sum of Rs. 1,66,66,666, by which the Nizam's government was temporarily extricated from its difficulties.

On the succession of Nasir-ud-Daula, and at his request, the direct interference of British officers in the administration was discontinued, and he was assured that, provided the revenue settlements made by the British officers were maintained for the full period of their currency, the British

Government would withdraw from all interference, and the Nizam would be absolute both in the selection and removal of his minister, and in all other matters of internal administration. The withdrawal of interference was immediately followed by the return of disorder and misrule. Every department of the government became disorganised, and the credit of the State was so bad that bankers refused to grant loans. Chandu Lal, finding himself unable to cope with the financial embarrassments, resigned the office of minister on the 6th September 1843. His long and distinguished services to the Hyderabad State were highly praised by Lord Ellenborough.

For some months the Nizam endeavoured to carry on the administration himself, but at length, with the approval of the British Government, he appointed as his minister, Siraj-ul-Mulk, son of the former minister Munir-ul-Mulk. In the meantime the pay of the contingent had fallen greatly into arrears and advances had to be made from the British treasury. By the 12th article of the treaty of 1800 (No. X) the Nizam agreed in time of war to furnish 6,000 infantry and 9,000 cavalry to co-operate with the British army, and to use every effort to bring the whole force of his dominions into the field as speedily as possible. The Nizam's troops had proved very inefficient in the first Maratha war, and after the conclusion of the campaign various schemes were from time to time proposed for their reform, but with little success. At length in 1813 one of the corps at Hyderabad mutinied, and in their place Chandu Lal raised two battalions, which were armed, clothed, and equipped like the Company's troops.

It soon became necessary to make advances from the British treasury for the payment of this contingent force of reformed troops; and in 1843 the Nizam was distinctly informed that, in the event of application for further advances, a territorial security for the payment of the debt would be demanded. No efforts, however, were made to pay off the debt on account of the contingent either by Siraj-ul-Mulk or by his successors in office, Amjad-ul-Mulk and Shams-ul-Umara, who were appointed in 1848 and 1849, respectively, with the approval of the British Government. In 1849 a requisition was made for the payment of the debt by the 31st December 1850. No steps were taken for payment, and in 1851 a territorial cession was demanded to liquidate the debt, which then amounted to upwards of Rs. 78,00,000. A payment of Rs. 40,00,000 was at once made, and the appropriation of the revenues of certain districts was promised to meet the

remainder. The demand for a territorial cession was therefore withdrawn. But no real improvement followed. The Resident was obliged to make further advances for the payment of the contingent, and in 1853 the debt had again risen to upwards of Rs. 45,00,000.

Some new arrangement was therefore absolutely necessary. Accordingly in 1853, a fresh Treaty (No. XVI) was concluded with the Nizam. This confirmed all former treaties and agreements between the two Governments then in force, but by it the British Government agreed to maintain, in addition to the subsidiary forces, an auxiliary force, called the Hyderabad Contingent, of not less than 5,000 infantry, 2,000 cavalry, and four field batteries of artillery. In order to provide for the payment of this force, and for certain pensions and the interest on the debt, the Nizam assigned in trust districts in Berar, Dharaseo, and the Raichur Doab, which were estimated to yield a gross revenue of fifty lakhs of rupees. It was also agreed that accounts should be annually rendered to the Nizam, and that any surplus revenue which might accrue should be paid to him. By this treaty the services of the subsidiary force and the contingent were to be at the disposal of the British Government in time of war, and the Nizam was relieved of any further obligation in this respect. The contingent ceased to be part of the Nizam's army, and became an auxiliary force kept up by the British Government for the Nizam's use.

Nasir-ud-Daula died in 1857, and was succeeded by his eldest son, Afzal-ud-Daula. During the mutinies of 1857 the maintenance of order at Hyderabad was important for the success of the military operations in the Deccan and Central India. The hopes of the disaffected were excited by the succession of a new Chief, and on the 17th July 1857 an attack was made on the Residency, but was repulsed. The efforts of the Resident to preserve order were ably seconded by the Nizam's Minister, Salar Jang, a nephew of Siraj-ul-Mulk, who had been appointed, with the approval of the British Government, on his uncle's death in 1853.

The provisions of the treaty of 1853 (No. XVI), which required the submission of annual accounts of the Assigned Districts to the Nizam, were productive of inconvenience and embarrassing discussions. Difficulties had also arisen regarding the levy of the 5 per cent. duty on goods under the commercial treaty of 1802 (No. XI). To remove these difficulties, and at the same time to reward the Nizam for his services in 1857, a new Treaty (No. XVII) was concluded in December 1860. By this the debt of fifty lakhs

due by the Nizam was cancelled ; the territory of Shorapur, which had been confiscated for the rebellion of the Raja, was ceded to the Nizam ; and the districts of Dharaseo and the Raichur Doab were restored to him. On the other hand, the Nizam ceded certain districts on the left bank of the Godavari ; freed the traffic on that river from all duties ; and agreed that the remaining assigned districts in Berar should be held in trust by the British Government for the purposes specified in the treaty of 1853 ; but that no demand for accounts of the receipts or expenditure of the districts should be made. Applications for the restoration of the Hyderabad Assigned Districts were made on more than one occasion, but for a long time the British Government declined to make any essential alteration in the arrangements provided for by the treaties of 1853 and 1860. Under British administration the revenue of Berar greatly increased ; and a large surplus was paid over to the Hyderabad State under the treaty provisions up to the time of their revision in 1902.

The treaty of 1860 does not affect the customs duties levied on goods imported to, or exported from, the Nizam's territories, the limit of which remains as before at 5 per cent. *ad valorem*. In 1864 the Minister drew up, in consultation with the Resident, rules to regulate the collection in Hyderabad territory of the customs duties admissible under the treaty of 1802 (No. XI). The schedules attached to the rules contained a list of articles which were to be taxed by weight at certain fixed rates representing, approximately, 5 per cent. *ad valorem*, and liable to increase or reduction from time to time. The rules were approved by the Government of India.

In August 1860 the Nizam agreed (No. XVIII) to cede the land required for railway purposes in the Raichur Doab.

In 1861 the Nizam issued a Sanad (No. XIX) declaratory of the Resident's authority to inquire into and punish offences committed by Europeans and others in the Hyderabad territory.

Owing to a disagreement the Nizam resolved in 1861 to remove Salar Jang from office, notwithstanding the remonstrances of the Resident. But the British Government refused to countenance the measure, and Salar Jang was maintained in office. Differences again arose between the Nizam and his minister in 1867, but were eventually arranged, and Sir Salar Jang continued to hold the office of which he had felt compelled to tender his resignation. The opportunity was taken to impress upon the Nizam

the advisability of giving his entire confidence to a minister who had ruled the State with so much ability, and to point out the serious consequences which a relapse into misrule would entail on the Hyderabad State. Sir Salar Jang was formally gazetted to a personal salute of 17 guns for life in Her Majesty's Order in Council, dated the 26th June 1867, and was created a Knight Grand Commander of the Star of India on the 28th May 1870.

The Nizam received in 1862 a Sanad (No. XX) guaranteeing that any succession to his State, which might be in accordance with Muhammadan law and the customs of his family, would be recognised.

In 1867 an Extradition Treaty (No. XXI) was concluded between the British Government and the Nizam. In this treaty the two Governments agreed to act upon a system of strict reciprocity in surrendering persons charged with any of the offences mentioned in article 4, provided that in each case the accused was a subject of the Government; making the requisition for his surrender; that the offence had been committed within the territory belonging to, or administered by, such Government; and that the application for surrender of the accused person was duly made and supported by such evidence of his criminality as, according to the laws of the country in which he was found, would justify his arrest and sustain the charge if the offence had been committed there. The procedure prescribed by this treaty for the extradition of offenders from British India to the Hyderabad State was less simple and effective than that prescribed by the law relating to the extradition of offenders in force in British India. The treaty was therefore subsequently modified by a supplementary Agreement made with the Nizam on the 21st July 1887 (No. XXII), which provides that the treaty shall no longer apply to cases of extradition of offenders from British India to the Hyderabad State; but that the procedure prescribed by the law for the extradition of offenders for the time being in force in British India shall be followed in every such case.

The Nizam Afzal-ud-Daula, who had been created a Knight Grand Commander of the Star of India, died after a short illness on the 26th February 1869. His only son, Mir Mahbub Ali Khan, then not three years of age, was placed on the masnad by the British Resident, and the joint administration of affairs during the young Nizam's minority was entrusted to Sir Salar Jang and Nawab Shams-ul-Umara. The education of the young Nizam was an object of much solicitude to the British Government, and a guarantee was obtained from the ministers that when the proper

time arrived an English gentleman should be entrusted with the duty of superintending it. In 1874 Captain John Clerk was appointed for the purpose, and he continued in the post until the year 1876, when he was succeeded by his brother, Captain Claude Clerk, whose employment came to an end in June 1887.

In 1870 an Agreement (No. XXIII) was concluded between the British Government and the Nizam, providing for the construction of a railway to connect Hyderabad with the Great Indian Peninsula Railway. The main points of the agreement were that the Hyderabad State, with the aid of shareholders, should provide the capital necessary for the construction, maintenance, and working of the railway, including provision of land, payment of compensation, and cost of survey; and that the British Government should construct and manage the railway on behalf of the Nizam, who should receive all profits derived from the working.

In 1871 (No. XXIV) an exchange of villages was negotiated with a view to the rectification of that portion of the border between the Assigned Districts in Berar and the territories administered directly by the Nizam's Government. It was understood that this arrangement in no way affected the conditions under which the Assigned Districts were held by the British Government, and that in the transferred villages all concessions granted by the British Government during its administration of them would be maintained.

By the treaty of the 2nd December 1871 (*see* Gwalior, Vol. IV) Sindhia ceded to the British Government his rights and interests of every description in certain ancestral villages which he possessed within the territories of the Nizam. As it was desirable to transfer the rights and interests which the British Government had thus acquired in these villages to the Hyderabad State, a Memorandum of Agreement (No. XXV) was signed on the 13th August 1872, by which the villages in question were ceded to the Nizam, who in return ceded to the British Government in full sovereignty certain villages in the Bombay Presidency.

In 1875 the Nizam's Government undertook to prohibit the export into British territory of salt produced in the Nizam's territory (No. XXVI).

Mir Mahbub Ali Khan attended the Delhi Darbar on the 1st January 1877. On the same occasion a personal salute of 17 guns was conferred upon Nawab Shams-ul-Umara.

A Postal Agreement (No. XXVII) was executed by the Nizam's Government in August 1882, making provision for the interchange, under certain conditions, of mails between the British and Nizam's post offices.

A proposal that the Nizam should visit England in the year 1883 fell through, owing to the death of Sir Salar Jang on the 8th February 1883. During the year that had still to elapse before Mir Mahbub Ali Khan came of age, the administration was entrusted to the Peshkar, Maharaja Narindar Parshad, and Mir Laik Ali, the elder son of Sir Salar Jang, who were entitled respectively Senior and Junior Administrators. There was also a Council of Regency composed of the Peshkar and the Nawabs Khurshid Jah and Bashir-ud-Daula. The Nizam presided over the Council, and Mir Laik Ali, who assumed his father's title of Salar Jang, acted as its Secretary, but they had no votes.

In order to protect the interests of both the British and the Nizam's Government in the matter of the opium revenue, an Agreement (No. XXVIII) was executed on the 29th October 1883, prohibiting the cultivation of poppy and the manufacture of opium in the Nizam's territory, and regulating the import, export, transport, possession and sale of the drug. It also provided that any alterations made in the opium rules of the Nizam's Government should be communicated to the Resident, and that the Opium Agent at Indore should issue passes for opium required by the Nizam's Government, and levy on behalf of the latter a pass duty, at a rate of not less than Rs. 600 per chest of 140 lbs. on opium consigned to the Hyderabad territory, the duty being remitted to the Nizam's Minister through the Resident at Hyderabad. The pass duty has, however, been levied ever since at the rate of Rs. 700 per chest. This arrangement considerably increased the opium revenue of the Hyderabad State, which in 1880 was estimated at Rs. 69,062, while the amount of pass duty alone levied and paid to the Minister in 1889 was Rs. 2,57,250.

With the consent of the Government of India the Nizam's Government entered into an Agreement (No XXIX) on the 27th December 1883 with the Nizam's Guaranteed State Railways Company, by which the Company purchased, on certain conditions, the railway line from Wadi to Secunderabad, and undertook to construct new lines from Secunderabad to Warangal, thence to Bezwada, and also in a northerly direction. In connection with the transfer of the railway to the Company, an Agreement (No. XXX) was made between the Nizam's Government and the Govern-

ment of India on the 30th April 1885, with the object of securing the due fulfilment by the Railway Company of certain obligations affecting rights reserved to the Government of India.

On the 5th February 1884 Mir Mahbub Ali Khan came of age, and was invested with full powers of administration by the Viceroy, the Marquis of Ripon. With the concurrence of the Government of India, he appointed Salar Jang II to be Minister. On the 6th February 1885 the Nizam was invested with the insignia of a Knight Grand Commander of the Star of India.

In October 1886 the Nizam's Government consented to the application of the Indian Telegraph Act (XIII of 1885) and the rules framed thereunder to all telegraph lines in the Hyderabad State, and an order on the subject was issued in 1887 in the *Jarida* or State Gazette (No. XXXI).

On the 7th January 1886 an Agreement* was executed by the Nizam's Government, by which certain mining rights in Hyderabad territory were assigned to concessionaires, who undertook to form a company for the purpose of carrying out mining operations. Certain transactions connected with the formation of the mining company, called the Hyderabad (Deccan) Company, Limited, subsequently became the subject of controversy, and a further Agreement† was executed on the 2nd January 1890 between the Nizam's Government, the Hyderabad (Deccan) Company, and the original concessionaires. By a clause in this agreement the Nizam absolutely reserved and maintained all his rights and claims against Abdul Hak (Sardar Diler Jang), who was Home Secretary to the Nizam's Government, and the latter's interests or shares in the Company. Subsequently, in 1894, an Agreement‡ was come to between the State and Abdul Hak, as a compromise of a civil suit filed in the Bombay High Court by the State against the Sardar in respect of certain transactions connected with the company. On the 12th September 1893 the Hyderabad (Deccan) Company, Limited, obtained on certain conditions a lease of the Singareni Coal Field§. On the 10th December 1894 the same company was granted a lease of the Raichor Doab Gold Field‖ and prospecting and certain other rights over adjacent lands.¶ In 1896 the Hyderabad (Deccan) Company assigned some of its rights in the Raichor Doab Gold Field to the Wondalli (Deccan)

* Appendix I.
† Appendix II.
‡ Appendix III.
§ Appendix IV.
‖ Appendix V.
¶ Appendix VI.

Gold Mines, Limited, and a deed of covenant between the Nizam's Government and the latter company was in consequence signed on the 9th May 1899*.

Sir Salar Jang II, who had been appointed a Knight Commander of the Indian Empire on the 16th February 1887, resigned his appointment as Minister in April of that year, and the Nizam, with the concurrence of the Government of India, appointed in July 1887 the Nawab Bashir-ud-Daula to the vacant post. During the interval between April and July 1887 the business of the State was conducted by the Nizam himself with the help of Colonel C. H. T. Marshall, of the Punjab Commission, who had been appointed in March 1887, at the Nizam's request, to be his Private Secretary. Colonel Marshall resigned his appointment in November 1888. The title of Knight Commander of the Indian Empire was bestowed upon Nawab Bashir-ud-Daula and Nawab Shams-ul-Umara Khurshed Jah on the 2nd January 1888.

Sir Salar Jang II died on the 7th July 1889, leaving a son, Mir Yusuf Ali Khan, aged one month, on whom the title of Nawab Salar Jang has since been conferred. Mir Yusuf Ali Khan is being educated, under the orders of the Nizam, at the Nizam's School at Hyderabad. Nawab Munir-ul-Mulk, the second and only surviving son of Sir Salar Jang I, died without issue on the 26th January 1890.

Sir Asman Jah (Nawab Bashir-ud-Daula) was relieved of his duties as Minister on the 15th November 1893, and died on the 16th July 1896, leaving one son, Nawab Munir-ud-din Khan, who is still a minor. The office of Minister was bestowed on Nawab Vikar-ul-Umara Ikbal-ud-Daula, who was appointed a Knight Commander of the Indian Empire on the 25th September 1896. He held office till the 26th August 1901, when he was granted six months' leave, at the end of which he retired. He died on the 15th February 1902, leaving two sons, the Nawabs Sultan-ul-Mulk and Wali-ud-din Khan. The latter, who was educated at Eton, passed through the Imperial Cadet Corps, obtained a commission in His Majesty's Native Indian Land forces, and is now employed with the Hyderabad Imperial Service Lancers. Sir Vikar-ul-Umara was succeeded by the present Minister, the Maharaja Peshkar Kishan Pershad, who was created a Knight Commander of the Indian Empire on the 1st January 1903.

*Appendix VII.

The Nizam took the opportunity of this change of Ministers to ask for the assistance of a Financial Adviser to assist in the reform of the State finances, which for some time had been in an unsatisfactory condition. Accordingly on the 28th November 1901 the services of Mr. G. Casson Walker, of the Indian Civil Service, were placed at the disposal of the Nizam for a period of three years for employment as Financial Secretary, an appointment which has since been raised to that of Assistant Minister for Finance. Authority was given to him, subject to the control of the Nizam and the Minister, to carry out financial reforms and reduce expenditure. The period of Mr. Walker's employment has recently been extended at the Nizam's request for three years more.

On March 16th 1897, with the consent of the Government of India, the Nizam's Government entered into an Agreement (No. XXXII) with the Nizam's Guaranteed State Railways Company, Limited, by which the company was to construct, on certain conditions, a railway from Hyderabad to Manmad Junction, called the Hyderabad-Godavari Valley line.

In connection with this agreement the Government of India conveyed their approval to a formal agreement between the Railway Company and the Nizam's Government, whereby the Nizam's Government was released from the obligation imposed by the Agreement of 1883 (No. XXIX) to make the Chanda line. This, it was to be understood, left the Government of India, the Government of the Nizam, and the Railway Company as free in the matter of making or not making the Chanda line as if the agreement of 1883 had never been made. Subsequently, in 1905, when the question of the construction of a line from Warora to Warangal *viâ* Chanda arose, it was decided that clause 45 of the Agreement of 1883 still gave the Nizam's Guaranteed State Railways Company, Limited, the right to make and construct the portion of the line lying within the Nizam's dominions, but that this right did not extend to the section which fell within the Berars.

Full jurisdiction has been granted by the Nizam to the British Government within the lands in Hyderabad territory which are occupied, or may hereafter be occupied, by the Nizam's Guaranteed State Railways, the Great Indian Peninsula Railway, the Madras Railway, the Southern Maratha Railway, the Dhond and Manmad Railway and the Hyderabad Godavari Valley line, including lands taken up for stations, out-buildings and for any other railway purposes.

In June 1902 the Government of India gave their consent to an arrangement made between the Bombay and Hyderabad Governments for the equal division of the net yearly income received from the ferry across the Godavari river, near the village of Kaigaon in the Aurangabad district.

On the 5th November 1902 an Agreement (No. XXXIII) was executed by the Nizam's Government by which the Hyderabad Assigned Districts were leased to the British Government in perpetuity, in consideration of the payment to the Nizam by the British Government of a fixed and perpetual rental of Rs. 25 lakhs per annum, the Nizam's sovereignty being recognised by hoisting his flag and firing a salute annually on his birthday. By this agreement, which was approved and confirmed by the Governor-General in Council on the 16th December 1902, the British Government, while retaining the full and exclusive jurisdiction and authority in the Hyderabad Assigned Districts, which they enjoy under the treaties of 1853 and 1860, were empowered, notwithstanding anything to the contrary contained in those treaties, to administer the Hyderabad Assigned Districts in such manner as they may deem desirable, and to re-distribute, reduce, organise, and control the forces composing the Hyderabad Contingent, due provision being made, as stipulated by Article III of the treaty of 1853, for the protection of the Nizam's dominions. The administration of Berar has since been entrusted to the Chief Commissioner of the Central Provinces, and the Hyderabad Contingent has ceased to exist, the artillery having been disbanded and the cavalry and infantry absorbed in the regular army. Mir Mahbub Ali Khan, when consenting to the agreement, pledged himself to reduce his irregular forces, and steps are being taken with this object. This new agreement did not affect the provisions of Article VI of the treaty of 1860 in regard to the payment of the chouth allowances and pensions. It was further stipulated that, should the number of stations occupied by the Hyderabad Contingent be reduced at any time, the lands hitherto occupied by the troops in the abandoned stations, and all free *ramnahs* therein, should revert to the Nizam, subject to the reservation of all private rights in such lands.

In August 1887, when the Russian policy appeared to be one of steady advance towards India, the Nizam offered a contribution of Rs. 20,00,000 annually for three years for the purpose of Indian frontier defences, as a public expression of loyalty against foreign aggression. This offer,

being followed by many others from various Chiefs, practically formed the seed from which sprang the idea of the Imperial Service troops; and in November 1892, after the scheme had been matured, the Nizam issued orders for the selection and equipment of 800 cavalry from his existing forces with a view to their being trained for Imperial Service. In December 1900 an agreement (No. XXXIV) was made with the Nizam for the effective control and discipline of the Imperial Service Troops maintained by the State when serving beyond its frontier, and in 1902 two regiments of Imperial Service Cavalry were organised. These troops were represented at the Coronation of His Majesty King Edward VII in 1902, and were present at the Delhi Coronation Darbar on the 1st January 1903.

In 1903 an arrangement was made between the Hyderabad State and the States of Banaganapalli, Cochin, Pudukattai, Sandur, and Travancore for the mutual waiving of claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and of cattle surrendered by one State to another.

On the 15th August 1904 the Hyderabad Branch of the Thagi and Dakaiti Department was transferred to the Nizam's Government for incorporation with the State police, the Government of India reserving the right of reverting to existing arrangements if the result of the change should, after due trial, prove unsatisfactory.

On the 8th October 1904 the Nizam's Government delegated to the Resident full criminal and police jurisdiction in the eleven jagir villages within the boundary of the Cantonment of Secunderabad. Negotiations are still (1906) going on about the question of civil jurisdiction.

In February 1906 His Royal Highness the Prince of Wales visited Hyderabad.

Mir Mahbub Ali Khan has one son, Mir Usman Ali Khan, born on the 21st May 1886. Mir Usman Ali Khan's education was commenced under native tutors in 1892. Since 1899, however, the Sahibzada has been under the care of Mr. Brian Egerton, C.I.E., who was appointed as his tutor in that year.

The area of the Nizam's dominions, exclusive of the Assigned Districts, is 82,698 square miles; and the population, as ascertained at the census of 1901, is 11,141,142. The State revenue, excluding the private

estates of the Nizam (*Sarf-i-khas*) and his nobles and jagirdars, amount to nearly 5 crores of rupees. Excluding 795 Imperial Service Cavalry, the regular combatant military forces consist (1905) of 932 cavalry, 4,485 infantry, 388 artillery-men, with 13 serviceable and 15 unserviceable guns. In addition, there are about 17,123 irregular combatant troops of all kinds with 7 unserviceable guns, and 13,190 armed police. Besides these there are considerable numbers of irregulars belonging to the Nizam's Crown estates and to the Paigah nobles of the Shams-ul-Umara family.

The Nizam is entitled to a salute of 21 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

The Raja of Gadwal is a feudatory of the Nizam, and appears to be practically independent in his internal administration so long as he pays an annual tribute of Rs. 1,15,000.

No. 1.

Treaty with the Nizam—1759.

A copy of requests made by Colonel Forde to Nawab Salabut Jung, and his compliance thereto, in his own hand.

The whole of the Circar of Masulipatam, with eight districts, as well as the Circar of Nizampatam, and the districts of Condavir and Wacalmanuer, shall be given to the English Company as an enam (or free gift), and the Sunnuds granted to them in the same manner as was done to the French.

The Nawab Salabut Jung will oblige the French troops which are in his country to pass the river Ganges within fifteen days; or send them to Pondicherry, or to any other place out of the Deccan country, on the other side of the river Kistna; in future he will not suffer them to have a settlement in this country, on any account whatsoever, nor keep them in his service, nor assist them, nor call them to his assistance.

The Nawab will not demand or call Gauzepetty Rauze to an account for what he has collected out of the Circars belonging to the French, nor for the computation of the revenues of his own country, in the present year; but let him remain peaceable in it in future, and according to the computation of the revenues of his country before the time of the French, agreeable to the custom of his grandfather and father, and as was then paid to the Circar, so he will now act and pay accordingly to the Circar, and if he (the Raja) does not agree to it, then the Nawab may do what he pleases. In all cases the Nawab will not assist the enemies of the English nor give them protection.

The English Company, on their part, will not assist the Nawab's enemies nor give them protection.

Dated Moon Ramadan, the 16th Hegira, 1172, which is the 14th of May 1759.

I swear by God and his Prophet, and upon the holy Alcoran, that I with pleasure agree to the requests specified in this paper, and shall not deviate from it even an hair's breadth.

Firmaun from the Mogul for the Northern Circars—1765.

In these happy times, our Firmaun, full of splendor and worthy of obedience, is descended, purporting, that whereas Salabut Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, etc., on the French Company, and that in consequence of its not being confirmed by

us, either by Firmaun or otherwise, the high, mighty, glorious Chiefs of the Khans, chosen of the Omrahs, Sepoy Sirdars, truly faithful, worthy of receiving favours and obligations, our invariable and never-failing friends and well-wishers, the English Company (having sent a large force for that purpose) did expel the French therefrom; we, therefore, in consideration of the fidelity and good wishes of the above high, mighty, etc, etc., English Company, have, from our throne, the basis of the world, given them the aforementioned Circars, by way of enam or free gift (without the least participation of any person whatever in the same), from the beginning of the Fussul of Tuccancooul, in the year of Phasely 1172, equal to the month of April 1762; it is incumbent, therefore, on you, our sons, Omrahs, Viziers, Governors, Mootsuddees, for the affairs of our Dewanship, Mootecophils, for those of our kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, to use your endeavours in the strengthening and carrying into execution this our most high command, and to cede and give up to the abovementioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circars, and esteeming them likewise free, exempt, and safe from all displacing or removal, by no means whatever either molest or trouble them on account of the Dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the moon Sophar, in the sixth year of our reign, equal to the 12th of August, 1765.

FORMS made use of on the back of the FIRMAUN.

From the Secretary setting forth that His Majesty had been pleased to sign a petition (supposed to be from the Company) of the same date as the Firmaun, directing that whereas Salabut Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, etc., on the French Company, and that in consequence of its not being confirmed by His Majesty, either by Firmaun or otherwise, the high, mighty, etc., etc., English (having sent a large force for that purpose) did expel the said French therefrom; His Majesty therefore, in consideration of the fidelity of the aforesaid English Company, has given them (without the participation of any person whatever in the same) the above-mentioned Circars by way of enam or free gift.

Then follow two orders from the Mogul; the first supposed to be in his own hand, addressed to his son, Mirza Mahomed Akbur Shah Bahadoor, telling him to comply with the contents of this Firmaun; the other directing that the English Company be under his son's command or in his Ressaula.

The whole attested, under Kazzi Inauyet Khan's seal to be a true copy from the original.

No. II.

Treaty with the Nizam, 1766.

A Treaty of Perpetual Honour, Favor, Alliance, and Attachment, between the Great Nawab, high in station, famous as the sun, Nawab Ausuph Jah Nizam-ool-Moolk Nizamud-Dowlah Meer Nizam Ally Khan Bahadoor Phutta Jung Sepoy Sirdar, and the Honourable English East India Company: signed, sealed, and ratified, on the one part, by His Highness the said Nawab; and on the other by John Calliaud, Esq., Brigadier General, invested with full powers, on behalf of the said Company. Done at Hyderabad, the 9th of the Moon Gemace-dussuny, in the year of Hegira 1180, equal to the 12th of November 1766.

Article 1.

The two contracting parties do, by virtue of this Treaty of honour, favour, alliance, and friendship, solemnly engage a mutual assistance to esteem the enemies of one the enemies of both, and contrarywise, the friends of one the friends of the other.

Article 2.

The Honourable English East India Company, in return for the gracious favours received from His Highness, consisting of Sunnuds for the five Circars of Ellour, Siccacole, Rajahmundry, Moostafurnugger and Moortizanugger, expressing the free gift thereof on them and their heirs, for ever and ever, do hereby promise and engage to have a body of their troops ready to settle the affairs of His Highness's government in everything that is right and proper whenever required; provided that they be at liberty to withdraw the whole, or such part thereof as they shall judge proper, whenever either the safety of their own settlements and possessions, or the peace and tranquillity of the Carnatic, be the least endangered: in case of falling out of which circumstances (which God forbid) they do promise and engage to give the most timely notice thereof to His Highness in their power.

Article 3.

The Honourable English East India Company do further engage and promise, that in whatever year the assistance of their troops shall not be required, they will pay to His Highness, as a consideration for the free

gift of the above-mentioned five Circars, for ever and ever, the following sums, by kists, as specified in the 8th Article of this Treaty, *viz.*, for the three Circars of Rajahmundry, Ellour and Moostafurnugger, five lakhs of Rupees; and for those of Siccacole and Moortizanugger, as soon as they are in their hands, and the settling the same is well effected, two lakhs each; in all nine lakhs of Rupees per annum.

ARTICLE 4.

The reduction of the Siccacole Circar, by the blessing of God, the Company will effect as soon as possible; but that of Moortizanugger, in consideration of His Highness having, by former agreements, given it to his brother Bazalut Jung as a jaghire, the Honourable English East India Company do promise and engage not to take possession of until it be His Highness's pleasure, or until the demise of his said brother; but to prevent all future disputes and difficulties that may hereafter arise concerning the same, the aforesaid Company do further explain their intentions in the following Article:—

ARTICLE 5.

As the Circar of Moortizanugger borders on that of Nizampatam and the country of the Carnatic, which by virtue of the former and present Treaties and alliances, the aforesaid Company are bound to maintain and protect in all its extent, therefore in case the said Bazalut Jung, his Agents or dependants, should cause any disturbances to the prejudice thereof, it is hereby agreed on by both parties that the aforesaid Company shall then have it in their power to take immediate possession of that Circar.

ARTICLE 6.

As, by the tenor of the second Article of this Treaty, the aforesaid Company have engaged to furnish a body of troops to be ready to march to the assistance of His Highness, it is agreed on by both parties that the expenses thereof shall be paid in the following manner, to wit, of the expense of the number of troops His Highness may require should fall short of the sum of the five lakhs of Rupees mentioned to be paid for the three Circars of Rajahmundry, Ellour, and Moostafurnugger, the Company will account to His Highness for what balance may remain due; and in case of its exceeding the above-mentioned sum, the aforesaid Company do hereby engage themselves to be answerable for the payment of the remainder. The same agreement, in like manner, to hold good for the sums stipulated to be paid for the two Circars of Siccacole and Moortizanugger, when settled.

ARTICLE 7.

In consideration of the fidelity, attachment, and services of the aforesaid Company, and the dependence His Highness has upon them, His said Highness, out of his great favour, does hereby entirely acquit the above-mentioned Circars of all arrears and demands, down to the present date of these writings.

ARTICLE 8.

In case the assistance of the Honourable Company's troops is not required, the annual stipulated sum, expressed in the third Article of this Treaty, the aforesaid Company do engage to pay in three kists, after the following manner, and to give Soucar security for the same, *viz.*, the first payment the 31st of March ; the second the 30th of June ; and the third the 31st of October.

ARTICLE 9.

Whenever His Highness goes into winter quarters, and the troops of the other Sirdars have leave for that purpose, those of the aforesaid Company shall have leave also to depart to their own country.

ARTICLE 10.

His Highness engages to give as early notice as possible, not less than three months, of the service in which he will require the assistance of the troops of the aforesaid Company, that they may have timely notice to make the necessary preparations, and that the number of troops sent may be sufficient for the service required of them, of which the aforesaid Company are to be left the entire and sole judges ; and as the success of all expeditions depends much upon secrecy in council, both parties do hereby engage themselves not to reveal any such designs as they may communicate to each other until everything on both sides is ready for execution.

ARTICLE 11.

The Honourable English East India Company, in consideration of the diamond mines, with the villages appertaining thereto, having been always dependent upon His Highness's government, do hereby agree that the same shall remain in his possession now also.

ARTICLE 12.

His Highness, in order to convince the whole world of the great confidence and trust he reposes in the English nation, agrees and consents that the fort of Condapillee shall be entirely garrisoned by the troops of the aforesaid Company ; in consideration of which the aforesaid Company do hereby agree and consent likewise that there be a killadar therein on the part of His Highness, and that the usual jaghire annexed to the killadarry shall be ceded to him.

ARTICLE 13.

In virtue of this Treaty of mutual favour, alliance, and friendship, between the two contracting parties, His Highness promises and engages to assist the aforesaid Company with his troops when required ; reserving to himself the same liberty of withdrawing the whole, or any part thereof, in the same manner as is expressed, for the aforesaid Company, in the second Article of this Treaty, whenever the same shall become necessary.

ARTICLE 14.

In virtue of the above Treaty of favor, alliance, and friendship, both parties do mutually and solemnly engage to the punctual and strict observance of all and every one of the above-mentioned Articles, that from this time all doubts and suspicions shall cease between them, and in their room a perpetual, just, and sincere confidence be established, so that the great affairs of the Deccan government, and the business of the Company may increase every day in honour, riches, and happiness, from generation to generation.

In confirmation of which, His Highness, on the one part, and John Calliaud, Esquire, Brigadier General, invested with full powers from the English Company, on the other, have hereunto affixed their hands and seals.

Dated in Hyderabad the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of a SUNNUD, under the seal of NIZAM ALLY KHAN for the five Circars.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, and inhabitants of the Circars of Rajahmundry, Ellour, Moostafurnuggur, Siccacole and Moortizanuggur, belonging to the Soubaship of Hyderabad, that out of our great favor and goodness, from the 9th of the moon Gemace-dussuny, in the year of Phasely 1176, equal to the 12th of November 1766, the whole of the said Circars (the jaghire of the Moostafurnuggur *alias* Condapillee fort, and the usual villages appertaining to the diamond mines excepted) are now given to and conferred upon the European English Company, by way of enam, or free gift, for ever and ever, agreeable to their petition signed by us; in return for which, they the English Company are to pay the annual sum of nine lakhs of Rupees, and to stand to all sebbendy charges and whatever earthly or heavenly mischances may happen: you, therefore our above-mentioned deesmookees, etc., are hereby required, with contented minds, to live in obedience to the above Company's deputies, and to pay the proper revenues at the fixed and stated times.

Looking upon this as a positive order, obey it accordingly.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of a DISCHARGE, under the seal of NIZAM ALLY KHAN to OMDET-OOL-MOOLK SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, FOUJDAR of the CARNATIC PAYEN GAUT, from the Borders of the PALNAUD COUNTRY to the further extremity of those of the MALAVAR COUNTRY, and to the SONS and HEIRS of the said OMDET-OOL-MOOLK BAHADOOR.

In consideration of the fidelity and attachment the said Omdet-ool-Moolk Bahadoor has promised and engaged to my Court by the means of General Calliaud, and in return for the sum of five lakhs of Rupees (agreeable to the petition hereunto mentioned, countersigned by us) this discharge is now given to him, the said Omdet-ool-Moolk, his sons and heirs, for the whole of the abovementioned countries, as well the past, present, as the future also.

TRANSLATION of the PETITION supposed to be presented by OMDET-OOL-MOOLK BAHADOOR'S VAKEEL.

In consequence of the fidelity and attachment Omdet-ool-Moolk Bahadoor has promised and engaged to Your Highness's Court by the means of General Calliaud, I beg leave to hope that, in return for the sum of five lakhs of Rupees, a discharge for the past, present, and future may be given to him (the said Omdet-ool-Moolk Bahadoor), his sons and heirs, for the Carnatic, from the borders of the Palnaud country to the further extremity of those of the Malavar country.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of an OBLIGATION given to HIS HIGHNESS NIZAM ALLY, by GENERAL CALLIAUD, on the part of the NAWAB SERAJAH DOWLAH.

Whereas evil-minded people have taken great pains, by false representations and otherwise, to instil doubts and suspicions into His Highness's mind regarding Omdet-ool-Moolk Serajah Dowlah Anneverdeen Khan Bahadoor; in order, therefore, to prevent all causes for the same in future, and strengthen and establish, in the strongest manner, the alliance, attachment, and fidelity, between His Highness the said Omdet-ool-Moolk Bahadoor and the English Company, I, John Calliaud, Esq., Brigadier-

General, do hereby promise and engage, on the part of the said Omdet-ool-Moolk Bahadoor, that he will do nothing prejudicial to the interests of His Highness, or contrary to the friendship and alliance by the means of the said Company now happily established between them, for the true and just performance of which the aforesaid Company do hereby become securities.

Given at Hyderabad, the 11th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November 1766.

TRANSLATION of an OBLIGATION given to HIS HIGHNESS NIZAM ALLY, by GENERAL CALLIAUD, on the part of the NAWAB SERAJAH DOWLAH.

John Calliaud, Esq., Brigadier-General, do hereby promise and engage, on the part of Omdet-ool-Moolk Serajah Dowlah Bahadoor, that agreeable to the terms which His Highness has done for him, he, the said Omdet-ool-Moolk Bahadoor, one month after my arrival at Madras, shall pay into the hands of Soucars, for the use of His said Highness, the sum of five lakhs of Rupees, for the performance of which the Company are hereby made securities.

Dated at Hyderabad, the 11th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November 1766.

No. III.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE with the NAWAB of the CARNATIC and the SOUBAH of the DECCAN—1768.

A TREATY of PERPETUAL FRIENDSHIP and ALLIANCE made and concluded at FORT ST. GEORGE, between the HONOURABLE UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, in conjunction with the NAWAB WOLAU JAH OMDET-OOL-MOOLK UMMEER-OOL-HIND SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, SIPPA SIRDAR of the CARNATIC PAYEN GAUT, on the one part, and the GREAT NAWAB high in station, AUSUPH JAH NIZAM-OOL-MOOLK MEER NIZAM ALLY KHAN BAHADOOR PHUTTAH JUNG SIPPA SIRDAR, SOUBAH of the DECCAN, on the other part; by the HONOURABLE CHARLES BOURCHIER, ESQ., PRESIDENT and GOVERNOR of FORT ST. GEORGE, and the COUNCIL thereof, on behalf of the said ENGLISH EAST INDIA COMPANY; the NAWAB WOLAU JAH OMDET-OOL-MOOLK, on behalf of himself, as NAWAB of the CARNATIC; and the NAWAB RECUN-OOD-DOWLAH DEWAN, invested with full powers on behalf of the said NAWAB AUSUPH JAH NIZAM-OOL-MOOLK, his heirs and successors, as SOUBAH of the DECCAN. Done on the 23rd day of February in the year 1768 of the Christian era, and on the 4th of the moon Shevaul in the year of the Hegira 1181.

Whereas, on the 12th of November, in the year of the Christian era 1766, or on the 9th of the moon Gemace-dussuny in the year of the Hegira 1180, a Treaty was concluded at Hyderabad by and between General John Calliaud, invested with full powers on behalf of the English East India Company, and the Nawab Ausuph Jah Nizam-ool-Moolk, etc., on behalf of himself, as Soubah of the Deccan, with a design to establish an honourable and lasting friendship and alliance between the two contracting powers; and whereas, some misunderstandings have since arisen, which have perverted

the intent of the said Treaty, and kindled up the flames of war; now be it known to the whole world, that the beforementioned Nawab Ausuph Jah and the English Company, with the Nawab Wolau Jah, have entered into another Treaty of the strictest friendship and alliance, on the following conditions:—

ARTICLE 1.

The exalted and illustrious Emperor of Hindostan, Shah Alum Padtcha, having out of his gracious favour and in consideration of the attachment and services of the English East India Company, given and granted to them for ever by way of enam, or free gift, the five Circars of Moostafurnugger, Rajahmundry, Siccacole, Moortizanugger, or Condavir, by his royal Firmaun, dated the 12th of August 1765, or on the 24th of the moon Suphier, in the 6th year of his reign; and the Nawab Ausuph Jah Nizam-ool-Moolk, as Soubah of the Deccan, having by the second and third Articles of the aforementioned Treaty, ceded and surrendered by Sunnuds, under his hand and seal, to the English East India Company for ever the aforementioned five Circars, it is now further acknowledged and agreed by the said Ausuph Jah Nizam-ool-Moolk, Soubah of the Deccan, that the said Company shall enjoy and hold for ever, as their right and property, the said five Circars, on the terms hereafter mentioned.

ARTICLE 2.

By the aforementioned Treaty of Hyderabad it was stipulated that the Nawab Ausuph Jah having given the Circar of Moortizanugger as a jaghire to his brother the Nawab Ummeer-ool-Omrah, Soujah-ool-Moolk, Bahadoor Bazalut Jung, the Company should not take possession of the said Circar till after the death of Bazalut Jung, or till he broke the friendship with the said Company by raising disturbances in the country of Nizampatam or the Carnatic; and though the Company might justly claim a right to take possession of the said Circar, from the late conduct of Bazalut Jung, yet in consideration of their friendship for Ausuph Jah and his family, and that they may not distress his affairs by obliging him to provide his brother Bazalut Jung with another jaghire, the Company do agree and consent that Bazalut Jung still hold the Circar of Moortizanugger, on the aforesaid conditions, or till it be the pleasure of Ausuph Jah that the Company should take possession thereof; provided that the said Bazalut Jung returns immediately to his own country of Adony, and neither keeps with, nor receives from, Hyder Naique any vakeel or correspondence, but lives in peace and harmony with the English Company and the Nawab Wolau Jah, and gives no protection or assistance whatever to the said Naique, or any of his people, nor any other enemies of the Company or the Nawab Wolau Jah: but if this Article shall at any time be infringed, the Company shall be at liberty, by virtue of this Treaty, to take possession of and keep the Circar of Moortizanugger in the same manner as the other four, and the Nawab Ausuph Jah engages to assist them therein with his troops, if necessary.

ARTICLE 3.

The fort of Condapillee with its jaghire shall for ever hereafter remain in possession of the English Company, and be garrisoned with their troops, under their own officers only, notwithstanding anything to the contrary stipulated in the twelfth Article of the Treaty of Hyderabad.

ARTICLE 4.

Narraindoo, one of the zemindars of the Circar of Siccacole, having lately raised disturbances in the Itchapore country, and refused (as he alleges, in conformity to the Nawab Ausuph Jah's orders) to pay his rents, or obedience to the Company, the Nawab Ausuph Jah agrees, on the signing and exchange of the present Treaty, to write letters not only to Narraindoo but to all the zemindars in the Circars of Ellour, Moostafurnuggur, Rajahmundry, and Siccacole, acquainting them that they are in future to regard the English Company as their sovereign, and to pay their rents and obedience to the said Company or their deputies, without raising any troubles or disturbances. The Nawab Ausuph Jah further agrees that he will not in future encourage, or protect, in raising troubles or disobedience, any zemindars, renters, or servants of the English Company, or the Nawab Wolau Jah, who on their parts engage the same to His Highness Ausuph Jah.

ARTICLE 5.

It has been the constant desire and endeavour of the English Company and the Nawab Wolau Jah to preserve their possessions in peace, and to live on terms of friendship with the Soubah of the Deccan: they still desire to do the same; and though the operations of war have lately obliged the Company to send their troops towards Hyderabad, and to take possession of the Circars of Commamet and Worangole, yet, as a proof of their friendship for the Nawab Ausuph Jah, etc., Soubah of the Deccan, on the signing and exchange of this Treaty, the Company's troops shall be recalled to the fort of Commamet, from whence they shall also retire into their own Circars, so soon as the Soubah with his army has crossed the Kistna, leaving the fort of Commamet to the Soubah's deputy. And, as a further proof of the Company's sincere desire to preserve a friendship with the Soubah of the Deccan, they agree to bury in oblivion what is past, and to pay him annually for the space of six years, to be computed from the 1st of January 1768, or the 10th of the moon Shibaun, in the year of the Hegira 1181, the sum of two lakhs of Arcot Rupees, at Madras or Masulipatam, that is to say, one lakh on the 31st of March, and also one lakh on the 31st of October, or two lakhs every year, and one lakh more at each of these periods, whenever the Circar of Condavir is put into the Company's possession. The Company moreover promise, that if they peaceably possess the Circars during the aforesaid term of six years and the Soubah gives them no trouble, they will pay annually, from the 1st of January 1774, the sum of five lakhs, in two equal payments, as before expressed, or of seven lakhs, if Condavir be then in their possession; but in case the Soubah, or the Mahrattas by his instigation, should invade the Circars or Carnatic, or they, or any other

power should conquer the Circars from the English Company, the payment of the said sums shall be suspended till peace and the Circars are restored to the Company.

ARTICLE 6.

It was stipulated in the former Treaty made at Hyderabad that the Company and the Soubah should mutually assist each other with their troops when required and their own affairs would permit; but it being apprehended at present that such an agreement may subject both parties to difficulties and that misunderstandings may arise on that account, it is now agreed only that a mutual peace, confidence, and friendship shall subsist for ever between the English Company, His Highness Ausuph Jah, and the Nawab Wolau Jah; the enemies of either shall be regarded as the enemies of the other two powers and the friends of either be treated as the friends of all; and in case any troubles should arise, or any enemies invade the countries under the Government of either of the contracting parties, the other two shall give no countenance or assistance to such enemies or invaders. The Company and the Nawab Wolau Jah, willing, however, to show their voluntary attachment to the Soubah, will always be ready to send two battalions of sepoys and six pieces of artillery, manned by Europeans, whenever the Soubah shall require them and the situation of their affairs will allow of such a body of troops to march into the Deccan, provided the Soubah pays the expense during the time that the said troops are employed in his service.

ARTICLE 7.

The exalted and illustrious Emperor, Shah Allum, having been pleased, out of his great favour and high esteem for the Nawab Wolau Jah, to give and grant to him and his eldest son, Meyen-ool-Moolk Omdet-ool-Omrah, and their heirs for ever the Government of the Carnatic Payen Gaut and the countries dependent thereon, by his royal Firmaun, bearing date the 26th of August 1765, or the 27th of the moon Zuphur, in the sixth year of the said Emperor's reign; and the Nawab Ausuph Jah Nizam-ool-Moolk, etc., having also, out of his affection and regard for the said Nawab Wolau Jah, released him, his son Meyen-ool-Moolk, etc., and their heirs, in succession for ever from all dependence on the Deccan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Gaut, by a Sunnud, under his hand and seal, dated the 12th of November 1766; in consideration of the said Nawab Wolau Jah having paid the Soubah five lakhs of Rupees, it is now agreed and acknowledged by the said Ausuph Jah Nizam-ool-Moolk that the said Nawab Wolau Jah, and after him his son Meyen-ool-Moolk and theirs in succession, shall enjoy for ever as an ultumgah, or free gift, the government of the Carnatic Payen Gaut, in the fullest and amplest manner, the said Nawab Ausuph Jah promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Gaut or in the Circars before and now ceded to the English Company, except the said

Nawab Wolau Jah, or the said English Company by the means of their President and Council of Madras, who, on their part, in conjunction with the said Nawab Wolau Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nawab Ausuph Jah, his Dewan, and the securities whose names are hereunto subscribed.

ARTICLE 8.

The Nawab Ausuph Jah, out of his great regard and affection, and from other considerations, having been pleased to grant and confer on the Nawab Wolau Jah, and his eldest son Meyen-ool-Moolk Omdet-ool-Omrah, several Sunnuds, *viz.*—

An ultumgah Sunnud for the whole of the Carnatic.

An ultumgah Sunnud for the whole of the pergunnah of Imungundela, with the Gudda of Ghunpoora.

An ultumgah Sunnnd for the whole of the villages of Cathasera, etc.

An ultumgah Sunnud for the killedary of the fort of Colaur.

An ultumgah Sunnud for the whole of the district of Sonedaupe; and a full and ample Sunnud, containing a discharge for all demands, past, present, and future on account of the Carnatic, etc.

It is hereby agreed that all and every one of these Sunnuds shall be regarded equally binding with any other Article of the Treaty, and be as duly observed by the Nawab Ausuph Jah as if entered here at full length.

ARTICLE 9.

Hyder Naique having for some years past usurped the government of the Monsore country, and given great disturbances to his neighbours by attacking and taking from many of them their possessions, and having so lately invaded and laid waste with fire and sword the possessions of the English Company and the Nawab Wolau Jah in the Carnatic, it is certainly necessary for their peace and for the general benefit of all the neighbouring powers, that the said Naique should be punished and reduced, so that he may not hereafter have the power to give any person further trouble: to this end, the Nawab Ausuph Jah hereby declares and makes known to all the world that he regards the said Naique as a rebel and usurper, and as such divests him of, and revokes from him, all Sunnuds, honours, and distinctions conferred by himself or any other Soubah of the Deccan, because the said Naique has deceived the Nawab Ausuph Jah, broken his agreement, and rendered himself unworthy of all further countenance and favours.

ARTICLE 10.

That the English Company may hereafter carry on their trade peaceably on this coast of Coromandel, and also on the coast of Malabar, and that they, with the Nawab Wolau Jah, may hold the Carnatic and their other possessions in peace, it appears necessary that the countries of Carnatic Balagaute,

belonging to the soubadarry of Viziapore, now or lately possessed by Hyder Naique, should be under the management and protection of those who will do justice and pay obedience to the high commands from Court: it is therefore agreed by the Nawab Ausuph Jah that he shall relinquish to the English Company all his right to the Dewanny of the said Carnatic Balagaute, belonging to the soubadarry of Viziapore, and that the Company shall present an urzee, or petition, to the royal presence, to obtain from the Emperor Shah Allum a Firmaun, confirming and approving their right thereto. But that the Nawab Ausuph Jah, as Soubah of the Deccan, may not lose his dignity or the revenue arising from the said countries, the English Company agree to pay him annually, out of the Dewanny collection, from the time they are in possession thereof, the sum of seven lakhs of Arcot Rupees, including Durbar charges, being the sum annually paid heretofore, in two equal payments, at the space of six months from each other, provided the said Ausuph Jah, Soubah of Deccan, assists the said Company and the Nawab Wolau Jah in punishing Hyder Naique, and neither receives from, or sends either vakeels or letters to, him.

ARTICLE 11.

As the English Company do not intend to deprive the Mahrattas of their chout, any more than the Soubah of his peshcush, which used to be paid from the Carnatic Balagaute, belonging to the soubadarry of Viziapore, now or lately possessed by Hyder Naique, it is hereby agreed, and the Company willingly promise to pay the Mahrattas regularly and annually without trouble for the whole chout, as settled in former times, from the time the said countries shall be under the Company's protection as Dewan; provided, however, that the Mahrattas guarantee to the Company the peaceable possession of the said Dewanny: to this end, the Nawab Ausuph Jah promises to use his best endeavours, jointly with the English and the Nawab Wolau Jah, to settle with the Mahrattas concerning the chout of the said countries, how and where it is to be paid, so that there may be no disturbances hereafter on that account between any of the contracting parties or the Mahrattas.

ARTICLE 12.

All the foregoing Articles are sincerely agreed to by the subscribing parties, who resolve faithfully to execute and abide by the same, so that a firm and lasting friendship may mutually subsist between them: and while such an alliance subsists, what power will dare to disturb the possessions of either party? The English Company and the Nawab Wolau Jah will endeavour on all occasions to show their friendship and attachment to the Nawab Ausuph Jah Nizam-ool-Moolk as Soubah of the Deccan, and look on the support of that government as the support of their own; in short, there will be no manner of difference in interest between them.

In witness and confirmation of all the above Articles, and every part of the aforegoing Treaty, we whose names are under written have interchangeably subscribed to and sealed three instruments, of the same

tenor and date, *viz.*, the President and Council of Fort St. George, on behalf of the English East India Company, at that place, this 26th day of February, in the year of the Christian era 1768; the Nawab Ausuph Jah, Soubah of the Deccan, at his Camp, near Pillere, on the 22nd day of the moon Shevaul in the year of the Hegira 1181; and the Nawab Wolau Jah, for himself, at Fort St. George, the 7th day of the moon Shevaul, in the 1181st year of the Hegira.

(Sd.) CHARLES BOURCHIER.
" SAMUEL ARDLEY.
" JOHN CALL.
" GEORGE STRATTON.
" GEORGE DAWSON.
" JAMES BOURCHIER.
" GEORGE MACKEY.

The Company's Seal.

N.B.—The names of the contracting parties were transposed in the parts kept by each of them, and each took the precedence by turn.

The above contracting parties, to wit, the President and Council of Fort St. George, on behalf of the English East India Company; the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan; and the Nawab Wolau Jah, Soubah of Mahomedpoor; having duly considered and voluntarily entered into the above Articles, which they have respectively signed and sealed in our presence, we, whose names are hereunto subscribed, do solemnly promise and engage, under our hands and seal, that we will guarantee to the said English Company and the Nawab Wolau Jah the due and just observance of the above Treaty on the part of the Nawab Ausuph Jah.

I take God to witness that of my own free will I am security.

The Seal of Ruccun-ud-Dowlah.

I swear by Vencatash and Bail Bahadoor that of my own free will and consent I am security.

The Seal of Ram Chunder Rauze.

I swear by Sactasha and Bail Bahadoor that I am truly and sincerely security.

The Seal of Beer Bahadoor.

I swear by Vencatash and Bail Bahadoor that of my own free will and consent, I, Dundaveram, Vakeel to Mahaudavarow, Pundit Predane, am security on the part of the said Mahaudavarow.

The Seal of Dundaveram.

N.B.—The foregoing guarantee agreement was signed and executed by the guarantees subscribing the same, and annexed to the parts of the Treaty delivered to the Company and the Nawab; and to the part delivered to Nizam Ally Khan, the following guarantee or agreement was fixed, viz.—

The above contracting parties, to wit, the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan; the Nawab Wolau Jah, of Mahomedpoor; and the President and Council of Fort St. George, on behalf of the English East India Company; having duly considered and voluntarily entered into the above Articles, which the said President and Council, on behalf of the said English East India Company, have signed and sealed in my presence, I, the said Nawab Wolau Jah, whose name is hereunto subscribed, do solemnly promise and engage, under my hand and seal, that I will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said English East India Company.

The Nawab's Seal.

And we, the said President and Council of Fort St. George, on behalf of the said English East India Company, do solemnly promise and engage, under our hands, that we will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said Nawab Wolau Jah.

(Sd.) CHARLES BOURCHIER.
„ SAMUEL ARDLEY.
„ JOHN CALL.
„ GEORGE STRATTON.
„ GEORGE DAWSON.
„ JAMES BOURCHIER.
„ GEORGE MACKEY.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 22nd of the moon Shevaul, Hegira 1181, equal to the 12th of March 1768.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, etc., inhabitants of the Rajamundry, Ellour, Moostafurnugger, Moortizanugger and Siccacole Circars, belonging to the Soubahship of Foakund, Booncaud, Hyderabad, that agreeble to the Firmaun of Shah Allum, Padshaw Gauze, to the English East India Company, and my regard and friendship to them (the said English East India Company), I have again conferred upon them by way of enam, for ever and ever, all and several of the above Circars, whole and entire, together with the fort and jaghire of Condapillee, in consequence of a Treaty of friendship and alliance which has lately been concluded between me, the said Company, and Ummeer-ool-Hinde Wolau Jah Bahadoor, and which was executed, on the part of the said Company, by the Governor and Council of Madras, and on the part of Ummeer-ool-Hinde Wolau Jah Bahadoor, by himself, in the aforesaid place of Madras, the 7th of the moon Moorah, Hegira 1181, equal to the 26th of February 1768; and by me, now in the encampment of my victorious army, near Pillere, this 22nd day of the moon Shevaul, Hegira 1181: you therefore, the whole of the said deesmookees, deespondees, muccuddems, etc., look upon the said English East India Company as your masters, and be in every respect obedient to them, exerting yourselves in the payment to them of the proper revenues of the said Circars at the fixed and stated times.

Look upon this as a positive and absolute order, and obey it accordingly.

Dated as above.

On the back of the Sunnud are the attestations of the Muttasuddees of the offices of Huzoor Mustouphy, and Dewan, and copies thereof have been registered in their books.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 22nd of the moon Shevaul, Hegira 1181, equal to the 12th of March 1768.

In these times the Dewanny of the Carnatic Balagaute country, belonging to the Soubahship of Daurel Zuphur Viziapore, before or now possessed by Hyder Naique, with the whole of my right and title thereto, has been conferred upon the English East India Company, they, the said English East India Company, engaging, after being in possession thereof, to pay annually into my treasury (Durbar charges included) the sum of seven lakhs of Rupees, nuzzur or peshcush; you, therefore, the zemindars, both high and low, of the said Carnatic Balagaute country, belonging to the said Soubahship, live in due obedience to the said Company, paying them the proper revenues thereof at the fixed and stated times. And whereas Hyder Naique is a rebel and

usurper, I have therefore deprived him of all his honours and dignities; you are by no means, therefore, to pay any attention to his deputies or vakeels, but are to stop all correspondence either with him or them.

Look upon this as a positive and strict order.

Dated as above.

On the back of the Sunnud the petition from the Muttasuddees, supposed to be presented, is inserted; and the Muttasuddees of the several offices of Huzoor, Dewan, and Mustouphy, have attested that copies thereof have been registered in their books.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

In these times, agreeable to the high Firmaun of Shah Allum, Padsha Gauze, the Dewanny Rockshigurry and Meer Autushy of the Carnatic Payen Gaut and Balagaute countries, from the banks of the river Kistna towards Pulnaur to the boundaries of Bombay (including the Malavar country), together with the whole of the forts, jaghiredars, zemindars, pollygars, killadars, enamdars, rozeenedars, etc., belonging thereunto, have been conferred, by way of enam ultumgah, whole and entire, without the participation of any one, upon Omdet-ool-Omrah Meyen-ool-Moolk Assed-ool-Dowlah Hussein Ally Khan Bahadoor Zoolphcaur Jung: you, therefore, our sons, brothers, officers, and Muttasuddees, of the Nizamship of the Deccan, and Mootecophils of our affairs, both new and old, at present and to come, agreeable to the above Firmaun and this Sunnud, exert yourselves in the strengthening of this business for ever and ever, delivering up the said countries from generation to generation, and esteeming him as exempt and free from all displacing and removal, also acquitted and discharged from the whole of the demands of the Dewanny, etc., give him no trouble or molestation whatever, either for the soubadarry or foujdarry peshcush, or any other charges or expenses.

Look upon this as an order, and by no means act in anything contrary to what is herein expressed, nor require a new Sunnud every year.

TRANSLATION of a SUNNUD under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th March 1768.

Be it known to the deesmookees, deespondees, husbandmen, and inhabitants of the district of Sundacope, belonging to the soubahship of Viziapore, that the said district, agreeable to what is desired in the zimir, or back of

the Sunnud, has been assigned over as an ultumgah to Siphi-ool-Moolk Unwar-ood-Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung; you will therefore live in true and just obedience to the Amuldar of the said Siphi-ool-Moolk, and pay the proper revenues at the fixed and stated times.

Look upon this as an order, and act agreeable thereto.

TRANSLATION of the ZIMIR, containing a PETITION which is supposed to be presented by the MUTTASUDDEES, and to have been signed by the SOUBAH signifying his consent thereto.

The form of the petition runs thus: the vakeel of Wolau Jah Ummeer-ool-Hinde begs that the district of Sundacope, whole and entire, may be conferred upon Siphi-ool-Moolk Unwar-ood-Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung by way of ultumgah, and that a Sunnud for the same may be made out and signed by Your Highness; respecting this, we wait your orders.

The Sunnud for the pergunnah of Imungundala (belonging to the Circar of Chumpoora) to Hossein-ool-Moolk Hemaud-ood-Dowlah Mahomed Abdulla Khan Bahadoor Heyabber Jung runs the same as the former Sunnud, excepting the term *whole* being inserted therein; the date thereof is likewise the same as the other.

TRANSLATION of a SUNNUD, under the seal of the SOUBAH, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

Be it known to the deesmookees, deespondees, husbandmen, and inhabitants of the pergunnah of Hewalee, Hyderabad, etc., Circar of Mahomednuggur, of the soubahship of Hyderabad, that the village of Cutkasera, belonging to the above pergunnah, in the manner as is expressed on the back of this Sunnud, has been assigned over by way of ultumgah to Ummeer-ool-Hinde Wolau Jah in order to defray the expenses of his father's tomb; you will therefore live in perfect and true obedience to the Amuldar of the said Wolau Jah, paying them the proper revenues at the fixed and stated times.

Look upon this as an order, and obey it accordingly.

In the zimir at the back of the Sunnud, containing the supposed petition, the village of Cutkasera, etc., is mentioned.

TRANSLATION of a DISCHARGE, under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

To the high in rank and station, our dear brother Wolau Jah Ummeer-ool-Hinde. From the time that your father Anneverdeen Khan Bahadoor, the Martyr, held from the family of Auseephea the soubahship of the Carnatic, and the Siccacole, Rajahmundry, etc., Circars (belonging to the soubahship of Ferkunde Booncaud, Hyderabad) to the time of his martyrdom, and from thence, during your time, till the present instant and the date of this discharge, all accounts and demands of the Circar have been settled and forgiven, every pice and every cash ; and there remains now, under no pretence whatever, either to myself, my children, or brothers, as well for past, present, or future, any demands, either upon you, your children, or heirs, on account of the soubadarry or foujdarry peshcush, or the Dewanny Rockshigurry, Meer Autushy, etc., charges ; in proof of which I have written this paper, by way of discharge, that it may hereafter appear.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

In these times the killadarship of the fort of Chunpoora (belonging to the Circar of that name, and dependent upon the soubahship of Hyderabad), together with the jaghire annexed thereto, and the troops belonging thereto exempt from all chout, agreeable to what is mentioned in the zimir or back of this Sunnud, has been given and conferred by way of ultumgah to Nusseer-ool-Moolk Intzain-ood-Dowlah Mahomed Sullaubut Khan Bahadoor Nusseer Jung, that he, the said Nusseer-ool-Moolk may not deviate in the least in the proper care and attention thereto, either in the furnishing or charging of provisions, or regulating the troops, according to the established custom; you, therefore, the zemindars and deesmookees, esteeming the said Nusseer-ool-Moolk as invested with absolute powers in the killadarship, pay him the proper revenues at the fixed and stated times, and look upon him as entitled to the usual perquisites and advantages of the said fort.

Esteem this as an order, and obey it accordingly.

On the back of the Sunnud is the petition reciting the contents of the Sunnud.

The Sunnud of the killadarship of the fort of Colaur (belonging to the soubahship of Viziapore) to Muddam-ool-Moolk Roshun-ood-Dowlah Hauphiz Mahomed Munnowur Khan Bahadoor Bahadoor Jung, runs the

same as that for the fort of Chunpoora (excepting that the whole of the jaghire is mentioned in this); the date is also the same as the other.

The whole of the Sunnuds are endorsed by the Muttasuddees of the Dewanny Mustouphy and Huzoor offices, and copies of all have been registered in their books.

No. IV.

Treaty of Alliance with Bazalut Jung—1779.

Heads of a Treaty of Friendship and Alliance between the Nawab Ameer-ool-Omrah Shujah-ool-Moolk Bahadoor, and the Governor and Select Committee of Fort St. George, in behalf of the English East India Company—1779.

Article 1.

The English Company agree to rent from the Nawab Shujah-ool-Moolk Bahadoor the Circar of Moortizanugger, commonly called Guntoor, clear of sebundy, for whatever he now annually receives from it, as will appear by the accounts of collections of the Aumil now residing there.

Article 2.

We, the English Company, shall always have at heart the good and prosperity of the Nawab Shujah-ool-Moolk. He shall dismiss from his service the French soldiers now with him. We will send him what troops he may want (the quota to be settled hereafter), who will remain with him constantly and obey his instructions. They are, however, only to be employed within the districts belonging to him, or for the defence of his country in case of an attack from a foreign enemy; but these troops are on no account to be carried out of his country, or those of the zemindars dependent upon him. If his affairs should at any time require his going to visit his brother, the Nawab Nizam-ood-Dowlah Bahadoor, their troops shall attend him and be always with him.

Article 3.

The expenses of their troops shall be regulated by the Company's custom, and the accounts having been signed by the Nawab, shall be paid monthly from the rent of the Guntoor Circar. The remainder of the rent shall be regularly remitted in soucar bills to the Nawab. In case of any improper behaviour or disrespect shown by the commanding officer or any other European officer of our troops, upon representation being made to us by the Nawab, we shall remove such officer and appoint another in his room.

ARTICLE 4.

If the Nawab Shujah-ool-Moolk's territories be invaded by an enemy, we shall, besides the troops that are stationed with him, send such a sufficient force as we can spare to his assistance. The ordinary and extraordinary expenses of such troops, whatever they may amount to, shall be paid agreeable to the Company's established customs by the Nawab, who will sign the accounts. If any disputes arise between our soldiers and sepoys and the ryots and the servants of the Nawab, punishment shall be inflicted by our officers on our men, agreeable to the English laws and customs. The English officers and their people shall not interfere with the servants and ryots of the Nawab, and shall not protect or countenance them in any shape. In case of any dispute, where the Nawab's people appear to be in the wrong, they shall be delivered up to him for punishment.

ARTICLE 5.

The customary allowances of the zemindars of the Guntoor Circar, amounting annually to five thousand Pagodas, shall continue as before. The fort and jaghire villages of Condavir shall remain under the management of the servants of the Nawab; but a garrison of English troops, as may be deemed necessary for the defence of the fort, shall be stationed with the killadar.

ARTICLE 6.

If the Company shall demand a body of horse from the Nawab, he shall let them have a number according to his abilities; and the said cavalry shall be returned to him, and their expenses paid, as soon as the service for which they shall be required is finished.

These Articles we promise in general to fulfil on our part, until a more full and explicit Treaty can be drawn out which shall be drawn out as soon as possible.

Witness our hands and the seal of the Company, in Fort St. George, the 27th day of April 1779.

SUNNUD FROM BAZALUT JUNG.

Ameer-ool-Omrah,
Shujah-ool-Moolk,
Amud-ood-Dowlah,
Meer Mahomed Serif Khan,
Bahadoor,
Bazalut Jung,
the devoted servant of his
glorious majesty,
Shah Allum
Bahadoor.

To all deesmookees, zemindars, deespondees, and tenants of the Circar of Moortizanugger, commonly called Guntoor, be it written :—

The aforesaid Circar has at this time been given to the glory of merchants, the English Company, at a certain rent, commencing from the beginning of the year of Phaseley 1188.

You are therefore to give your attendance on the Naibs of the aforesaid Company, and punctually pay to them the just revenue due to the Circar (Government). After this a fresh Sunnud, setting forth the rent which is fixed upon, shall be granted, and you are to act agreeable thereto. Let this be punctually observed.

Dated 12th Mohrem, in the 1193rd year of the Hegira.

No. V.

TRANSLATION of the NIZAM'S ORDER to SEYF JUNG for the surrender of the GUNTOOR CIRCAR to the COMPANY, delivered to CAPTAIN KENNAWAY, the Resident, at the Nizam's Darbar, the 18th September 1788.

At this time Captain Kennaway, being come to the presence on the part of Lord Cornwallis, and having made a demand of the Guntoor, is charged with the settlement of affairs between His Highness and the English Company; you are therefore, immediately on receipt of this order, to deliver up the Circar in question to the servants of the Company without opposition, and with your jumma wausil baukee account, your own effects, and whatever is with you belonging to Government, repair to the presence.

A true translation of what was delivered to Captain Kennaway as a copy of the sealed order sent to him for Seyf Jung.

(Sd.) N. B. EDMONSTONE,
Assistant to the Department.

No. VI.

COPY of a LETTER from EARL CORNWALLIS to the NIZAM deemed equal to a Treaty, written 7th July 1789.

Your Highness's letter, containing strong expressions of friendship was presented to me by Meer Abul Cossim, and has afforded me the most inexpressible satisfaction. I have perfectly understood all the matters

entrusted to the verbal communication of Meer Abul Cossim, and the sincere and friendly sentiments, which I have discovered Your Highness to be impressed with towards me, have induced me to show the confidence I place in Your Highness's declaration, by candid and explicit conversations with Meer Abul Cossim on subjects of the highest importance ; and as they all of them have tendency to strengthen and increase our friendship, I shall communicate without reserve to Your Highness what has occurred to me relative to them.

It was with no small concern I found on my arrival, in charge of the control of all the Company's affairs, that one of the eventual and most essential points of the Treaty of friendship and alliance made in 1768 between Your Highness and the Company, remained unexecuted on both sides, *viz.*, the surrender of the Guntoor Circar to the Company, and the regular discharge of Your Highness's demand for the peshcush from the Company. Anxious, notwithstanding, that by urging the due performance of this Article, I should not intrude on Your Highness while engaged in pursuits of importance, I postponed all negotiations on the subject until I was convinced that Your Highness, uninterrupted by war, had full leisure to consider the propriety of the performance of this Article of the Treaty ; and until you might have had sufficient opportunity to put implicit confidence in my assurances for the punctual discharge of the peshcush for the Northern Circars. I then deputed Captain Kennaway to Your Highness's Court, with instructions to make the demand of the Guntoor Circar by virtue of the Treaty of 1768; to assure Your Highness of my firm intention to discharge the balances, upon fair statement, due to Your Highness on account of the peshcush; and to impress you with the sincerity of my intentions for its regular payment hereafter.

I have already expressed my satisfaction at Your Highness's immediate compliance to deliver up the Guntoor Circar to the Company, and have assured Your Highness of my firm intention to persevere in a strict system of faith to engagements ; and now, with such a proof of the sincerity of Your Highness's friendship and good faith, I have, from a desire to testify to Your Highness that I am impressed with similar sentiments, entered into a full discussion of every Article with Meer Abul Cossim, in order that such parts of it as are undefined and bear an obscure and doubtful meaning, may be so explained as shall preclude every necessity of future discussion, remove all grounds of misunderstanding, and give stability and permanency to that friendship which now subsists between us.

In adopting this rule of conduct, I do no more than fulfil the intention of the King of England and the British nation, who, by the system lately established for the Government of this country, had in view the important end of giving efficacy to the existing Treaties between the English and the powers of Hindostan, and of securing a due performance thereof in future. This communication, I am persuaded, will fully satisfy Your Highness of the propriety of my declining the proposal of Meer Abul Cossim for entering into a new security for the discharge of the peshcush, by mortgaging a portion of the Circars, considering, as I do, the faith of the English nation pledged for the due payment of it.

In proof of the sincerity of my intentions that the Treaty should be carried into full effect, I agree that, in the sixth Article of the Treaty, the words "whenever the situation of affairs will allow such a body of troops to march into the Deccan," shall be understood to mean, that the force engaged for by this Article, *viz.*, two battalions of sepoys and six pieces of cannon, manned by Europeans, shall be granted whenever Your Highness shall apply for it, making only one exception, that it is not to be employed against any power in alliance with the Company, *viz.*, Pundit Pirdhun Peishwa, Ragojee Bhoosla, Madajee Sindia, and the other Mahratta Chiefs, the Nawab of Arcot and Nawab Vizier, Rajahs of Tanjore and Travancore. That the battalions at present not defined in number shall not consist of less than eight hundred men each. That the six field pieces shall be manned with the number of Europeans which is usual in time of war. That the expense to be charged to Your Highness shall be no more than the exact sum which it costs the Company to maintain a body of that force when employed on service in the field, and that this expense be as per separate account. That this detachment shall march within two months, or sooner if possible, after it is demanded, and Your Highness shall be charged with the expense of it from the day it enters Your Highness's territories until it quits them on its return to the Company's; with the addition of one month, at the average calculation of the whole amount, in order to defray the charges the Company must necessarily incur to put such a force in a state fit for service.

I have so fully discussed the Articles of the Treaty that relate to the Nawab of Arcot and the Carnatic, on the representation of Meer Abul Cossim, that a mere reference to the Articles themselves will inform Your Highness of the full force of my arguments: and although the long existing friendship between the Nawab and the Company might be urged as further ground for declining the proposal of Meer Abul Cossim, his right to the possession of the Carnatic Payen Gaut is fully established and admitted by the seventh and eighth Articles and papers appertaining to them; there can therefore be no necessity for troubling Your Highness with other reasons.

In regard to the Articles relative to the Dewanny of the Carnatic Ballagaute, Your Highness must be well convinced that circumstances have totally prevented the execution of these Articles, and the Company are in the full enjoyment of peace with all the world; but should it hereafter happen that the Company should obtain possession of the country mentioned in these Articles, with Your Highness's assistance, they will strictly perform the stipulations in favour of Your Highness and the Mahrattas. Your Highness must be well assured that while Treaties of peace and friendship exist with any Chief, negotiations that tend to deprive that Chief of any part of his possessions, unprovoked on his part, must naturally create suspicions in his mind unfavourable to the reputation of Your Highness and to the character of the Company, since the only grounds on which such negotiations could be carried on rest on a Treaty existing

upwards of twenty years, the execution of which is yet unclaimed, and since no provocation has hitherto been made to justify a breach in the present peaceable and amicable understanding between each other.

As I am at all times desirous that such circumstances as carry with them impediment and hinderance to good order and government, without bearing the smallest advantage to either side, should be so changed as to produce the good effects expected from Treaties; and as the affairs of both parties might suffer great injury from being excluded from corresponding with the other powers of the Deccan, I agree that in future either party, without the breach of Treaty, shall be at liberty to receive or send vakeels, to correspond with any powers in the Deccan, in such manner as may be expedient for the benefit of their own affairs, under the condition that the object of such intercourse or correspondence be not hostile to either of the governments.

I have in many instances, as well through Captain Kennaway as to Meer Abul Cossim, and in the first part of this letter, declared my firm intention to execute the Treaty of 1768, and to live in perpetual amity and friendship with Your Highness, and Your Highness will be convinced, from the explanations I have given to those Articles in the Treaty of ambiguous and obscure meaning, that I am earnestly desirous of the adjustment of every matter on grounds fair and liberal. But it is necessary, in consideration of the subjects of conversation with Meer Abul Cossim, that I should point out to Your Highness that unless just cause should be given for entering into new Treaties, the laws of my country, the injunctions of the King and Company of England, as well as the faith and honour of the English, prohibit me from entering into any negotiations to make new Treaties; and I have confined my conferences with Meer Abul Cossim to the explanation of that made in 1868, with a view to a more perfect execution of it. On this account I have not judged proper to comply with such requests as have been made by Meer Abul Cossim that in any shape tend to alter the spirit of that Treaty. A further argument to impress Your Highness with the propriety of this determination is the sanction and support of His Majesty and the Company of England of those measures that coincide with their instructions. I have mentioned this circumstance merely to assure Your Highness of the strength of my assertions and the value of my engagements in regard to the Guntoor Circar and the other Articles of the Treaty; and I trust that this clear explanation of the ambiguous Articles of the Treaty will render it effectual, and will afford Your Highness a convincing proof of the Company's determination to adhere to the faith of it.

Although I have not agreed to enter into a new Treaty with Your Highness through Meer Abul Cossim, for the reasons above assigned, yet Your Highness, in consideration of the authority vested in me by the King and Parliament of England, will consider my letter, though merely purporting a clear explanation of the several Articles in the Treaty of 1768, strong and efficient upon the English Government in India, equally so as a Treaty

in due form could be, since the Members of the Council have given their cheerful acquiescence to its contents.

For further particulars of my sentiments I beg leave to refer Your Highness to Meer Abul Cossim, whom I have considered during this negotiation as faithfully attached to Your Highness fully acquainted with Your Highness's interests, and your most confidential servant, empowered to settle any agreement for the mutual benefit of the two Governments. I have accordingly communicated to him without reserve all that has occurred to me on the subject of the elucidation of the Treaty of 1768, in the same manner as if Your Highness were present; nevertheless, as Your Highness's concurrence and approbation are necessary to give a final sanction to the Articles discussed, I have thought proper to mention them in this letter. For the rest, Your Highness may have the most assured confidence, that I will most faithfully abide by all the engagements I have entered into on the part of the Company.

Extract from the Journals of the House of Commons, 15th Martii, 1792.

Resolved, that it appears that Earl Cornwallis's letter, dated the 7th July 1789, to the Nizam, was meant to have, and has had, the full force of a Treaty executed in due form.

No. VII.

Treaty with the Nizam—1790.

Treaty of Offensive and Defensive Alliance between the Honourable United English East India Company, the Nawab Ausuph Jah Bahadoor, Soubadar of the Deccan, and the Peishwa, Sewoy Madho Rao Narain Pundit Prudhan Bahadoor against Futti Ali Khan, known by the denomination of Tippoo Sultan, settled by Captain John Kennaway on the part of the said Honourable Company, with the said Nawab Ausuph Jah, by virtue of the powers delegated to him by the Right Honourable Charles Earl Cornwallis, K.G., Governor-General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies.

Article 1.

The friendship subsisting between the three States agreeable to former Treaties shall be increased by this, and between the Honourable Company

and His Highness the Nizam, the three former Treaties concluded with the late Salabut Jung, through Colonel Ford, in the year 1759, with the Nizam through General Calliaud in the year 1766, and the Treaty of 1768 with the Madras Government, together with Lord Cornwallis's letter of the 7th July 1789; which is equivalent to a fourth Treaty, remain in full force, except such Articles of them as may by the present Treaty be otherwise agreed to, and perpetual friendship shall subsist between both parties and their heirs and successors agreeably thereto.

ARTICLE 2.

Tippoo Sultan, having engagements with the three contracting powers, has notwithstanding acted with infidelity to them all, for which reason they have united in a league, that to the utmost of their power they may punish him and deprive him of the means of disturbing the general tranquillity in future.

ARTICLE 3.

This undertaking being resolved on, it is agreed that on Captain Kennaway's annunciation to the Nawab Ausuph Jah of the actual commencement of hostilities between the Honourable Company's force and the said Tippoo, and on Mr. Malet's announcing the same to Pundit Prudhan, the forces of the said Nawab Ausuph Jah and Pundit Prudhan, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains, and after that season the said Nawab and Pundit Prudhan will seriously and rigorously prosecute the war with a potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE 4.

If the Right Honourable the Governor-General should require a body of cavalry to join the English forces, the Nawab Ausuph Jah and Pundit Prudhan shall furnish to the number of 10,000 to march in one month from the time of their being demanded by the shortest and safest route with all expedition to the place of their destination, to act with the Company's forces; but should any service occur practicable only by cavalry they shall execute it, nor cavil on the clause of "To act with the Company's forces." The pay of the said cavalry to be defrayed monthly by the Honourable Company at the rate and on the conditions hereafter to be settled.

ARTICLE 5.

If in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall to the utmost of their powers exert themselves to relieve the said party and distress the enemy.

ARTICLE 6.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it,

an equal division shall be made of the acquisition of territory, forts and whatever Circar or government may become possessed of from the time of each party commencing hostilities; but should the Honourable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, etc., due attention shall be paid to the wishes and convenience of the parties relatively to their respective frontiers.

ARTICLE 7.

The under-written polygars and zemindars, being dependent on the Nawab Ausuph Jah and Pundit Prudhan, it is agreed that on their territories, forts, etc., falling into the hands of any of the allies, they shall be re-established therein, and the nuzzurana that shall be fixed on that occasion shall be equally divided amongst the allies. But in future the Nawab Ausuph Jah and Pundit Prudhan shall collect from them the usual peshcush and kundnee which have been heretofore annually collected, and should the said polygars and zemindars act unfaithfully towards the Nawab or Pundit Prudhan, or prove refractory in the discharge of their peshcush and kundnee, the said Nawab and Pundit Prudhan are to be at liberty to treat them as may be judged proper. The Chief of Shanoor is to be subject to service with both the Nawab and Pundit Prudhan, and should he fail in the usual conditions thereof, the Nawab and Pundit Prudhan will act as they think proper.

List of the Polygars and Zemindars.

Chittledroog.	Cunnagheery.
Annugoondy.	Kittoor.
Henponelly.	Hannoor.
Billaree.	The district of Abdul Hakeem Khan, the Chief of Shanoor.
Roydroog.	
Heychungoondeh.	

ARTICLE 8.

To preserve as far as possible consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances, and the representations of the contracting parties to each other shall be duly attended to consistent with circumstances and the stipulations of this Treaty.

ARTICLE 9.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence; and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections, nor shall

either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him by either party, it shall be communicated to the others.

ARICTLE 10.

If after the conclusion of peace with Tippoo he should attack or molest either of the contracting parties, the others shall join to punish him, the mode and conditions of effecting which shall be hereafter settled by the contracting powers.

ARTICLE 11.

This Treaty, consisting of eleven Articles, being this day settled and concluded by Captain John Kennaway with His Highness the Nawab, Captain Kennaway has delivered to His Highness the Nawab one copy of the same in English and Persian, signed and sealed by himself; and the Nawab has delivered to Captain Kennaway another copy in Persian, executed by himself, and Captain Kennaway has engaged to procure and deliver to the Nawab in sixty-five days a ratified copy from the Governor-General, on the delivery of which the Treaty executed by Captain Kennaway shall be returned.

Signed, sealed, and exchanged at Paungul, on the 20th of Shawaul, 1204 Hegira, or 4th of July 1790 E.S.

Ratified by the Governor-General in Council, the 29th day of July 1790.

Honourable Company's Seal.

(Sd.) CORNWALLIS.

„ CHARLES STUART.

„ PETER SPEKE.

„ E. HAY,
Secretary to Government.

SEPARATE AGREEMENT with the NIZAM—1790.

ARTICLES of AGREEMENT between HIS HIGHNESS the NIZAM and the EAST INDIA COMPANY for sending the battalions on their march from Bengal—1790.

ARTICLE 1.

From four to six battalions of the Bengal detachment shall be sent to His Highness the Nizam, under the command of an experienced officer

together with a complement of guns, manned by Europeans, the whole equipped in the established manner (under the conditions agreed upon for sending the original two battalions), for the precise monthly charge which they stand the Company in, as it shall be stated by the Governor-General, Lord Cornwallis. The orders of His Highness, either for their operations in the field or for carrying on sieges, shall be put in execution by mutual consultation between the Commanding Officer of His Highness's army and the Commanding Officer of the English detachment, who will be a man of experience, and versed in the rules of war.

ARTICLE 2.

The pay of the said detachment shall be charged to His Highness from the period of its arrival at Vagtour, or of its junction with His Highness's army.

ARTICLE 3.

The pay of the said detachment shall be defrayed from the receipts from Tippoo's country, that is, what accrues from the present war; but if delay should occur in those expected receipts, the Company shall pay the expenses out of the peshcush that will be payable for the Fussully year 1200, and take credit for the amount. Whatever may fall short, after taking credit for the pay of the detachment, shall be made up in ready money by His Highness.

ARTICLE 4.

Whenever a letter from Lord Cornwallis requiring the dismission of the said detachment shall arrive, provided it is at leisure from service, and also whenever His Highness shall think proper to dismiss them, there shall be no hesitation on either side.

ARTICLE 5.

Whatever plunder shall fall into the hands of the said detachment shall be given up to His Highness; excepting only any considerable open or concealed treasure, which, agreeable to the second Article of the Treaty, is to be divided amongst the three confederates.

ARTICLE 6.

A proper body of good cavalry, under the command of experienced and trusty officers, shall be detached by His Highness, to act with the battalions, agreeable to the concerted plans of the officers of both bodies.

FORM of CAPTAIN JOHN KENNAWAY'S signature.

An agreement, in regard to sending for the Bengal detachment, settled agreeable to the above Articles, which I shall transmit to Lord Cornwallis, and request a speedy answer.

(Sd.) JOHN KENNAWAY.

A true translation.

(Sd.) N. B. EDMONSTONE.

N. B.—The Nizam's signature is affixed to every Article.

No. VIII.

TREATY with the NIZAM, with two separate Articles—1798.

AN enlarged perpetual SUBSIDIARY TREATY between the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and HIS HIGHNESS THE NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, SOUBADAR of the DECCAN, his children, heirs, and successors, settled by CAPTAIN JAMES ACHILLES KIRKPATRICK, by virtue of the powers delegated to him by the RIGHT HONOURABLE RICHARD, EARL of MORNINGTON, KNIGHT of the MOST HONOURABLE ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE COURT of DIRECTORS of the said HONOURABLE EAST INDIA COMPANY to direct and control all their affairs in the EAST INDIES.

Whereas His Highness Nizam-ool-Moolk Ausuph Jah Bahadoor has, from the greatness of existing friendship, expressed a desire for an increase of the detachment of the Honourable Company's troops at present serving His Highness, the Right Honourable Earl of Mornington, Governor-General, has taken the proposals to that effect into his most serious consideration; and the present juncture of affairs, and the recent hostile conduct and evil designs of Tippoo Sultan, as fully evinced by his sending ambassadors to the Isle of France, by his proposing to enter into a Treaty, offensive and defensive, with the French Republic against the English nation, and by actually receiving a body of French troops into his dominions and immediate pay,

rendering it indispensably necessary that effectual measures for the mutual defence of their respective possessions should be immediately taken by the three allied Powers, united in a defensive league against the aforesaid Tippoo Sultan, the aforesaid Governor-General in consequence empowered Captain James Achilles Kirkpatrick, Acting Resident at the Court of His Highness the Nizam, to enter, in behalf of the Honourable United English East India Company, into certain engagements with His Highness Nizam-ool-Moolk Ausuph Jah Bahadoor, for a permanent increase of the Honourable Company's troops in His Highness's pay, in the proportion and on the condition specified in the following Articles, which must be understood to be of full validity when this Treaty shall be returned signed and sealed by the Governor-General.

ARTICLE 1.

Such parts of the letter from Earl Cornwallis to His Highness the Nizam, dated the 7th July 1789, and which has always been considered in the light of a Treaty, as relate to the stationing of troops with His Highness, are to be considered as in full force; that is, the services of the new permanent subsidiary force are to be regulated precisely by the same restrictive clauses that operate on the present detachment, unless the Peishwa shall hereafter consent to any alterations in those conditions, and His Highness likewise approve of the same.

ARTICLE 2.

Agreeably to the practice in the Company's service, the new subsidiary force shall be subject to relief, either partial or entire, as often and in such manner as the Company's government may require; provided, withal, that no diminution takes place by such means in the stipulated number to be stationed with His Highness.

ARTICLE 3.

The proposed reinforcement of subsidiary troops shall be in the pay of this State from the day of their crossing the boundaries. Satisfactory and effectual provision shall be made for the regular payment of this force which including the present detachment is to amount to six thousand sepoys with firelocks, with a due proportion of field pieces, manned by Europeans, and at the monthly rate of Rupees 2,01,425. The yearly amount of subsidy for the aforesaid force of six thousand men, with guns, artillerymen, and other necessary appurtenances, is Rupees 24,17,100. The said sum shall be completely discharged in the course of the year, by four equal instalments; that is, at the expiration of every three English months, the sum of Rupees 6,04,275 in silver, of full currency, shall be issued, without hesitation, from His Highness's treasury: and should the aforesaid instalments happen to fall at any time the least in arrears, such arrears shall be deducted notwithstanding objections thereto, from the current kist of peshcush payable to His Highness on account of the Northern Circars. Should it at any time so happen, moreover, that delay were to occur in the issue of the

instalments aforesaid, in the stated periods, in such case assignments shall be granted on the collections of certain districts in the State, the real and actual revenue of which shall be adequate to the discharge of the yearly subsidy of the aforesaid force.

ARTICLE 4.

The duties on grain and all articles of consumption, as well as on all necessaries whatever, for the use of the new subsidiary force, shall be commuted agreeably to the practice that obtained with the former detachment. A place likewise shall be fixed on as the head-quarters of the said force, where it shall always remain, except when services of importance are required to be performed; and whenever either the whole or part of the said force is to be employed in the business of the State, a person of respectability, and who is a servant of this Circar, shall be appointed to attend it. The commanding officer and officers of the said subsidiary force shall be treated in all respect in a manner suitable to the greatness and dignity of both States.

ARTICLE 5.

The said subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of His Highness, his heirs and successors, from race to race, and overawing and chastising all rebels or exciters of disturbance in the dominions of this State; but it is not to be employed on trifling occasions, nor, like Sebundy, to be stationed in the country to collect the revenues thereof.

ARTICLE 6.

Immediately upon the arrival of the subsidiary force at Hyderabad, the whole of the officers and servants of the French party are to be dismissed, and the troops composing it dispersed and disorganized, that no trace of the former establishment shall remain. And His Highness hereby engages for himself, his heirs and successors, that no Frenchman whatever shall ever hereafter be entertained in his own service, or in that of any of his Chiefs or dependants, nor be suffered to remain in any part of His Highness's dominions; nor shall any Europeans whatever be admitted into the service of this State, nor be permitted to remain within its territories without the knowledge and consent of the Company's Government.

ARTICLE 7.

The whole of the French and sepoy deserters from the Company's service that may be in the French or any other party of troops belonging to this State, are to be seized and delivered up to the British Resident; and no persons of the above description are to be allowed refuge in future in His Highness's territories, but are, on the contrary, to be seized without delay and delivered up to the British Resident: neither shall any refuge be allowed in the Company's territories, but sepoy deserters from the service ofHis Highn ess shall, in like manner, be seized and delivered up without delay.

ARTICLE 8.

Whereas His Highness the Nizam, from considerations of prudence and foresight, and with a view of avoiding manifold evils, has determined on dismissing the French from his service, and on dispersing and disorganizing the troops commanded by them, as specified in the sixth Article, and on entertaining a perpetual standing force of the Honourable Company's in their room, subject to the limitations and restrictions prescribed by Earl Cornwallis's letter to His Highness the Nizam, mentioned in the first Article; it is therefore agreed, with a view to the mutual benefit of His Highness and the Peishwa, and the happiness of their respective subjects, that the Company's Government will use their best endeavours to have inserted, with the consent and approbation of both, in the new Treaty in contemplation between the three Allied Powers, such a clause as shall set each at ease with regard to the other. Should the Peishwa, however, not accede to a proposal so highly advantageous and profitable to both governments, and differences hereafter arise between the two States, namely, that of the Nawab Ausuph Jah Bahadoor and of Rao Pundit Prudhan, in such case the English Government hereby engage that, interposing their mediation in a way suitable to rectitude, friendship, and union, they will apply themselves to the adjustment thereof, conformable to propriety, truth, and justice: the Nawab Ausuph Jah Bahadoor accordingly hereby engages never to commit on his part any excess or aggression against the Circar of Rao Pundit Prudhan; and in the event of such differences arising, whatever adjustment of them the English Government, weighing things in the scale of truth and justice, may determine upon shall, without hesitation or objection, meet with full approbation and acquiescence.

ARTICLE 9.

All former Treaties between the English and the Government of the Nawab Ausuph Jah and the Peishwa remain in full force. Should hereafter the Rao Pundit Prudhan express a desire to enter into subsidiary engagements, similar to the present with the Company, the Nawab Ausuph Jah will most readily give his concurrence.

ARTICLE 10.

This enlarged subsidiary Treaty, consisting of ten Articles, being this day settled by Captain Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Captain Kirkpatrick has delivered one copy hereof, in English and Persian, signed and sealed by himself, to the Nawab, who, on his part, has also delivered to Captain Kirkpatrick one copy of the same, duly executed by himself; and Captain Kirkpatrick hereby engages to procure and deliver to His Highness, in the space of fifty days, a ratified copy from the Governor-General, in every respect the counterpart of the one executed by himself; and on the delivery of such copy, which will then have become a full and complete instrument, the Treaty executed by Captain Kirkpatrick

shall be returned. In the meanwhile no time shall be lost in writing for the advance of the proposed reinforcement.

Signed, sealed, and executed at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

(Sd.) J. A. KIRKPATRICK,
Acting Resident.

SEPARATE ARTICLES appertaining to the TREATY with the NIZAM.

SEPARATE ARTICLE appertaining to the PERPETUAL SUBSIDIARY TREATY concluded between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB AUSUPH JAH BAHADOOR on the 1st of September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

Whereas, in conformity to a wish expressed by His Highness the Nizam the stipulation in the sixth Article of the subsidiary Treaty, respecting the delivering up of the French, is agreed to be made a separate one, His Highness hereby engages that after the arrival of the Company's troops at Hyderabad, the whole of the French officers and soldiers in his service shall be apprehended, in such way as Captain Kirkpatrick may point out, and be delivered up to him, or for a time be kept in confinement, in a habitation belonging to this Circar, but in the custody of the Company's troops, and upon the reorganization of the party lately under the command of the aforesaid French officers and soldiers, shall, within the space of two months, be delivered up to the British Resident. Strict orders shall, moreover, be given to all talookdars on the frontiers, and to those in charge of all fords and passes, to seize any Europeans whatever attempting to pass their respective stations, and send them immediately, with all due precautions, prisoners to Hyderabad, where they shall instantly be delivered up to the British Resident. On the above condition it is hereby agreed that the Frenchmen thus delivered up shall not be considered as common prisoners of war, nor be in any respect maltreated. They shall be conveyed at the Company's expense and with as little restraint as possible to England, and from thence be sent by the first favourable opportunity to France, without being detained for a cartel or exchange of prisoners.

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

(Sd.) J. A. KIRKPATRICK,
Acting Resident.

SEPARATE ARTICLE appertaining to the PERPETUAL SUBSIDIARY TREATY concluded between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB AUSUPH JAH BAHADOOR, on the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

No correspondence on affairs of importance shall in future on any account be carried on with the Circar of Rao Pundit Prudhan, or with any of his dependants, either by the Nawab Ausuph Jah Bahadoor or by the Honourable Company's government, without the mutual privity and consent of both contracting parties; and whatever transactions, whether of great or small import, may in future take place with the aforesaid Rao Pundit Prudhan or his dependants, a reciprocal communication of the same shall be made to the other contracting party without delay and without reserve.

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

(Sd.) J. A. KIRKPATRICK,
Acting Resident.

NO. IX,

PARTITION TREATY of MYSORE—1799.

TREATY for strengthening the ALLIANCE and FRIENDSHIP subsisting between the ENGLISH EAST INDIA COMPANY BAHADOOR, HIS HIGHNESS the NAWAB NIZAM-OOD-DOWLAH AUSUPH JAH BAHADOOR, and the PEISHWA, RAO PUNDIT PRUDHAN BAHADOOR and for effecting a settlement of the dominions of the late TIPPOO SULTAN.

Whereas the deceased Tippoo Sultan, unprovoked by any act of aggression on the part of the allies, entered into an offensive and defensive

alliance with the French, and admitted a French force into his army for the purpose of commencing war against the Honourable English Company Bahadoor and its allies, Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the Peishwa Rao Pundit Prudhan Bahadoor; and the said Tippoo Sultan having attempted to evade the just demands of satisfaction and security made by the Honourable English Company and its allies for their defence and protection against the joint designs of the said Sultan and of the French, the allied armies of the Honourable English Company Bahadoor and of His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor proceeded to hostilities in vindication of their rights and for the preservation of their respective dominions from the perils of foreign invasion and from the ravages of a cruel and relentless enemy; And whereas it has pleased Almighty God to prosper the just cause of the said allies, the Honourable English Company Bahadoor and His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor, with a continual course of victory and success, and finally to crown their arms by the reduction of the capital of Mysore, the fall of Tippoo Sultan, the utter extinction of his power, and the unconditional submission of his people; And whereas the said allies, being disposed to exercise the rights of conquest with the same moderation and forbearance which they have observed from the commencement to the conclusion of the late successful war, have resolved to use the power which it has pleased Almighty God to place in their hands for the purpose of obtaining reasonable compensation for the expenses of the war and of establishing permanent security and genuine tranquillity for themselves and their subjects, as well as for all the powers contiguous to their respective dominions. Wherefore a Treaty for the adjustment of the territories of the late Tippoo Sultan between the English East India Company Bahadoor and His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor is now concluded by Lieutenant-General George Harris, Commander-in-Chief of the forces of His Britannic Majesty and of the English East India Company Bahadoor in the Carnatic and on the Coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, K.P., Governor General for all affairs, civil and military, of the British nation in India; and by the Nawab Meer Allum Bahadoor on the part and in the name of His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, according to the undermentioned Articles, which by the blessing of God shall be binding upon the heirs and successors of the contracting parties as long as the sun and moon shall endure, and of which the conditions shall be reciprocally observed by the said contracting parties.

ARTICLE 1.

It being reasonable and just that the allies by this Treaty should accomplish the original objects of the war (*viz.*, a due indemnification for the expenses incurred in their own defence, and effectual security for their

respective possessions against the future designs of their enemies), it is stipulated and agreed that the districts specified in the Schedule A hereunto annexed, together with the heads of all the passes leading from the territory of the late Tippoo Sultan to any part of the possessions of the English East India Company Bahadoor, of its allies, or tributaries, situated between the ghauts on either coast, and all forts situated near to and commanding the said passes, shall be subjected to the authority, and be for ever incorporated with the dominions of the English East India Company Bahadoor, the said Company Bahadoor engaging to provide effectually, out of the revenues of the said districts, for the suitable maintenance of the whole of the families of the late Hyder Ali Khan and of the late Tippoo Sultan, and to apply to this purpose, with the reservation hereinafter stated. and an annual sum of not less than two lakhs of Star Pagodas, making the Company's share as follows :—

	Canterai Pagodas.
Estimated value of districts enumerated in the Schedule A according to the statement of Tippoo Sultan in 1792	7,77,170
Deduct provision for the families of Hyder Ali Khan and of Tippoo Sultan, two lakhs of Star Pagodas, in Canterai Pagodas ..	2,40,000
Remains to the East India Company	5,37,170

ARTICLE 2.

For the same reason stated in the preceding Articles, the district specified in Schedule B annexed hereunto, shall be subjected to the authority, and for ever united to the dominions, of the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, the said Nawab having engaged to provide liberally from the revenues of the said districts for the support of Meer Kummer-ood-deen Khan Bahadoor, and of his family and relations, and to grant him for this purpose a personal jaghire in the districts of Gurrumcondah, equal to the annual sum of Rupees 2,10,000 or of 70,000 Canterai Pagodas, over and above and exclusive of a jaghire which the said Nawab has also agreed to assign to the said Meer Kummer-ood-deen Khan for the pay and maintenance of a proportionate number of troops to be employed in the service of His said Highness, making the share of His Highness as follows :—

	Canterai Pagodas.
Estimated value of the territory specified in the Schedule B according to the statement of Tippoo Sultan in 1792	6,07,332
Deduct personal jaghire to Meer Kummer-ood-deen Khan Rupees 2,10,000, or	70,000
Remains to the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor	5,37,332

ARTICLE 3.

It being further expedient, for the preservation of peace and tranquillity and for the general security of the foundations now established by the contracting parties, that the fortress of Seringapatam should be subjected to the said Company Bahadoor, it is stipulated and agreed that the said fortress and the island on which it is situated (including the small tract of land, or island, lying to the westward of the main island, and bounded on the west by a nullah, called the Mysore Nullah, which falls into the Cauvery near Chenagal Ghaut) shall become part of the dominions of the said Company, in full right and sovereignty for ever.

ARTICLE 4.

A separate government shall be established in Mysore ; and for this purpose it is stipulated and agreed that the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, a descendant of the ancient Rajahs of Mysore, shall possess the territory hereinafter described upon the conditions hereinafter mentioned.

ARTICLE 5.

The contracting powers mutually and severally agree that the districts specified in Schedule C hereunto annexed, shall be ceded to the said Maharajah Mysore Kishna Rajah, and shall form the separate government of Mysore upon the conditions hereinafter mentioned.

ARTICLE 6.

The English East India Company Bahadoor shall be at liberty to make such deductions from time to time from the sums allotted by the first Article of the present Treaty for the maintenance of the families of Hyder Ali Khan and Tippoo Sultan, as may be proper, in consequence of the decease of any member of the said families; and in the event of any hostile attempt, on the part of the said family or of any member of it, against the authority of the contracting parties, or against the peace of their respective dominions or the territories of the Rajah of Mysore, then the said English East India Company Bahadoor shall be at liberty to limit or suspend entirely the payment of the whole or any part of the stipend hereinbefore stipulated to be applied to the maintenance and support of the said families.

ARTICLE 7.

His Highness the Peishwa Rao Pundit Prudhan Bahadoor snall be invited to accede to the present Treaty ; and although the said Peishwa Rao Pundit Prudhan Bahadoor has neither participated in the expense or danger of the late war, and therefore is not entitled to share any part of the acquisitions made by the contracting parties (namely, the English East India Company Bahadoor and His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor), yet, for the maintenance of the relations

of friendship and alliance between the said Peishwa Rao Pundit Prudhan Bahadoor, the English East India Company Bahadoor, His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and Maharajah Mysore Kishna Rajah Bahadoor, it is stipulated and agreed that certain districts, specified in Schedule D hereunto annexed, shall be reserved for the purpose of being eventually ceded to the said Peishwa Rao Pundit Prudhan Bahadoor in full right and sovereignty, in the same manner as if he had been a contracting party to this Treaty; provided, however, that the said Peishwa Rao Pundit Prudhan Bahadoor shall accede to the present Treaty in its full extent within one month from the day on which it shall be formally communicated to him by the contracting parties, and provided also that he shall give satisfaction to the English East India Company Bahadoor, and to His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor, with regard to certain points now depending between him, the said Peishwa Rao Pundit Prudhan Bahadoor and the said Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and also with regard to such points as shall be represented to the said Peishwa, on the part of the English East India Company Bahadoor, by the Governor-General or the British Resident at the Court of Poonah.

ARTICLE 8.

If, contrary to the amicable expectation of the contracting parties, the said Peishwa Rao Pundit Prudhan Bahadoor shall refuse to accede to this Treaty or to give satisfaction upon the points to which the seventh Article refers, then the right to and sovereignty of the several districts hereinbefore reserved for eventual cession to the Peishwa Rao Pundit Prudhan Bahadoor, shall rest jointly in the said English East India Company Bahadoor, and the said Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, who will either exchange them with the Rajah of Mysore for other districts of equal value more contiguous to their respective territories, or otherwise arrange and settle respecting them, as they shall judge proper.

ARTICLE 9.

It being expedient, for the effectual establishment of Maharajah Mysore Kishna Rajah in the Government of Mysore, that His Highness should be assisted with a suitable subsidiary force, it is stipulated and agreed that the whole of the said force shall be furnished by the English East India Company Bahadoor, according to the terms of a separate Treaty to be immediately concluded between the said English East India Company Bahadoor and His Highness the Maharajah Mysore Kishna Rajah Oodiavar Bahadoor.

ARTICLE 10.

This Treaty, consisting of ten Articles, being settled and concluded this day, the 22nd of June 1799 (corresponding to the 17th of Mohurrum, 1214 Anno Hegiræ), by the Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick and Lieutenant-Colonel Barry Close,

on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid; and by Meer Allum Bahadoor, on the part and in the name of His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor; the said Lieutenant-General Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, have delivered to Meer Allum Bahadoor one copy of the same, signed and sealed by themselves; and Meer Allum Bahadoor has delivered to Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, another copy of the same, sealed by himself; and Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, and Meer Allum Bahadoor, severally and mutually engage that the said Treaty shall be respectively ratified by the Right Honourable the Governor-General under his seal and signature within eight days from the date hereof, and by His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, within twenty-five days from the date hereof.

The Nizam's Seal.

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799.

(Sd.) J. A. KIRKPATRICK,
Resident.

SCHEDULE A.

THE COMPANY'S SHARE.

The following districts from Nuggur or Bidnore.

	C. Pagodas.	F.	C.	C. Pagodas,	F.	C.
Korial (Mangalore) Bekul and Neliceram ...	1,33,662	7¼	0			
Karkul	11,393	2½	0			
Barkoo	48,389	8½	0			
Khoolshaulpore	26,361	7½	0			
Bulkul	9,177	0¼	0			
Gairsopah	9,192	0½	0			
Hunavur (Onore)	17,482	9½	0			
Mirjaun	8,953	4¾	0			
Anoolah, Punchmahl, and Shedasooghur (or Soonda Payen Gaut)	28,332	2	0			
				2,92,945	2½	0
Bilghuy				18,929	4¼	0
Coimbatore, etc., viz.—						
Coimbatoor	80,000	0	0			
Danaigincotah	35,000	0	0			
Cheoor	27,000	0	0			
Chinjeny	27,000	0	0			
Darapoor, Chuckerghery	64,000	0	0			
Settimungalum	30,000	0	0			
Undoor	8,000	0	0			
Perondoora	14,000	0	0			
Vizimungal (Aravarcourchy)	20,000	0	0			
Errode	20,000	0	0			
Coroor	41,000	0	0			
Coodgully	15,000	0	0			
Caveryporam	4,000	0	0			
				3,85,000	0	0
Wynaad (from Amudnugur Chickloor) from Talooks belonging to Seringapatam.						
Panganoor	15,000	0	0			
Suttikal Alambady and Kodahully ...	15,200	0	0			
Oussore	18,096	0	0			
Decanicotah and Ruttungeery	14,000	0	0			
Vencatigyracoth	6,000	0	0			
Ankusgusgeery and Solageery	4,000	0	0			
Bangloor	3,000	0	0			
Talmulla and Talwoddy (2 Talooks of Hurdunhully)	5,000	0	0			
				80,296	0	0
				7,77,170	6¾	0
Deduct provision for the maintenance of the families of Hyder Ali Khan and of Tippoo Sultan, Star Pagodas 2,00,000				2,40,000	0	0
Remains to the Company	Canterai Pagodas			5,37,170	6¾	0

SCHEDULE B.

THE NIZAM'S SHARE.

Gooty.

	C. Pagodas, F. C.	C. Pagodas, F. C.
Fyse Hussur Kubal	15,568 0 0	
Kona Koomlah	7,500 0 0	
Pamri	11,000 0 0	
Wurjur Kurroor	8,998 1 0	
Yursutty Murajcherroo	5,902 0 0	
Bheim Rapah	4,800 0 0	
Muttoor	2,700 0 0	
Pravalli Munnimong	9,426 3 0	
Chunumpilly	8,951 8 0	
Mulkaira Kooboo	22,251 8¾ 0	
Koortunni	8,800 0 0	
Yarki	22,673 1 0	
		1,28,571 1¾ 0
Pennacoondah		60,000 0 0
Murrugseera		8,000 0 0
Hundytenantpoor		16,000 0 0
Kongoor (remainder of)		11,629 0 0
Kunchundgoondy (remainder of) ...		10,0 0 0 0
Of Gurrumconda, all the districts not ceded in 1792		1,85,810 0 0
Puttungheery (from Seringapatam) ...		10,000 0 0
Rydroog (6 Talooks)		1,02,856 0 0
Kurnool Peshcush		66,666 0 0
From Chitteldroog Jerrymulla (1 Talook) ..		7,800 0 0
		6,07,332 1¾ 0
Deduct Personal jaghire to Kummer-ood Khan and relations		70,000 0 0
Remains to the Nizam		5,37,332 1¾ 0

SCHEDULE C.

Districts ceded to Maharajah Mysore Kishna Rajah Oodiaver Bahadoor.

TALOOKS BELONGING TO SERINGAPATAM.

	C. Pagodas, F. C.	C. Pagodas, F. C.
Puttun Attorkrun	11,000 0 0	
Mysore Attorkrun or Rehmut Nazeer ...	11,500 0 0	
Nuzzer Bar	14,000 0 0	
Hurdunhully	15,000 0 0	
Periapatam	6,200 0 0	
Muddoor	13,200 0 0	

SCHEDULE C—*continued.*

	C. Pagodas, F. C.	C. Pagodas, F. C.
Hetghur Dewancotah	8,000 0 0	
Betudapoor	7,000 0 0	
Tyoor	8,000 0 0	
Yelandoor	10,000 0 0	
Malwelly Yulinahbad	9,000 0 0	
Tulkar Sosilah	8,100 0 0	
Nursipoor	10,200 0 0	
Yertoorah	7,200 0 0	
Bailoor	15,700 0 0	
Arkulgoor	4,300 0 0	
Chinipatam	12,100 0 0	
Bullum (Mungirabad)	10,000 0 0	
Hussen	7,900 0 0	
Honawully	9,400 0 0	
Nagmungul	4,700 0 0	
Belloor	3,100 0 0	
Maharage Droog	10,000 0 0	
Gram	3,500 0 0	
Ramgheery	7,400 0 0	
Turkarumb	7,400 0 0	
Ahmudnugger Chickloor	10,000 0 0	
Kurp	12,000 0 0	
Tornoy Khaira	9,000 0 0	
Coonydghul	5,008 9 0	
Hoolioordroog	4,000 0 0	
Kirkairy	4,065 0 0	
Chennyputtan	9,138 0 0	
Nooggairly	3,000 0 0	
Mairlatesh and Kismagepoor	6,100 0 0	
Sucknyputtan	6,200 0 0	
Banorawar, Guradungilly and Henenhelly ...	10,000 0 0	
Boodihall	7,000 0 0	
Nidghul	6,000 0 0	
Pasghur	10,000 0 0	
Hagulwary	12,000 0 0	
Goomnaipollum	10,000 0 0	
Bangalore...	55,000 0 0	
Mâgry	8,400 0 0	
Mudgeney	36,000 0 0	
Coorjgherry	4,000 0 0	
		4,60,811 9 0
Cankanhelly	8,900 0 0	
Nulwung and Doorbillah	16,000 0 0	
Anicul	10,300 0 0	
Byroodroog	4,000 0 0	
Hyboor	7,000 0 0	
Dewanhelly	20,045 0 0	
Ootradroog	5,000 0 0	
Chinroydroog	8,000 0 0	
Toomkoor and Deoroy	18,000 0 0	
Nidgegul and Macklijdroog	16,000 0 0	
Kundykeera and Chullnaighelly ...	26,000 0 0	
Chota Balapoor	80,000 0 0	

SCHEDULE C—*concluded.*

	C. Pagodas, F.C.	*C. Pagodas, F. C.*
Colar	80,000 0 0	
Jungumeotah	13,000 0 0	
Chuckmoogalum	8,134 4 0	
Kudoor	7,129 7¼ 0	
		3,17,509 1¼ 0
Serra (remainder of).		
Serra and Amrapoor	55,000 0 0	
Hoosuttat	50,754 0 0	
Burra Balapoor	44,000 0 0	
		1,49,754 0 0
Nuggur above Ghaut.		
Kusbah	29,145 4¾ 2	
Coolydroog	28,818 0¾ 2	
Koompsee	8,094 2½ 0	
Kope	22,868 5¼ 2	
Wasthara	6,818 9 0	
Eckairy and Sagur	39,411 0½ 2	
Ghooty (Hoably)	11,006 8¾ 0	
Surbtowanundy	10,458 0¼ 2	
Terryanwitty	17,424 0 0	
Shikarpoor	11,774 0¾ 0	
Anuntapoor	10,191 9½ 0	
Lakouly-danwas	11,629 6¾ 1	
Oodgunny	13,614 1¾ 0	
Jimoga	16,883 5 0	
Hoolighonore	6,583 5¾ 1	
Biddery	10,835 5 2	
Chingeery Beswapatam	22,091 1¾ 3	
Terry-Keerah	14,076 4¼ 2	
Azimpor	10,696 2¾ 3	
		3,02,417 6 6
Chittledroog (remainder of), 12 Talooks.		
Kusbah	20,874 7¾ 1	
Been Sumendar	12,148 4 2	
Doodiary	12,984 9½ 0	
Husdroog	11,936 2¾ 3	
Muttoor	10,392 3½ 2	
Murkal Murroo	12,662 9¼ 3	
Tullick	11,854 0¾ 0	
Burm Sagur	10,163 6¼ 0	
Kunkopah	12,542 0½ 2	
Bilchoor	10,683 1¼ 2	
Hinoor	10,010 0 2	
Goodycottah	11,330 5½ 3	1,48,583 1¼ 9
Deduct two Pergunnahs of Hurdunhilly, *viz.*, Talman and Talwaddy, included in the Company's share		5,000 0 0
Canterai Pagodas ...		13,74,076 8 1

SCHEDULE D.

The Peishwa's share.

			C. Pagodas, F. C.
Harponelly (6 Talooks)	...	...	1,10,030 8¾ 0
Soonda (above the Ghauts)	...	...	59,377 0 0
Annagoondy	...	...	60,101 0 0
From Chittledroog, two Talooks, viz.—			
	C. Pagodas, F. C.		
Holubkaira	11,425 4½ 0		
Mycoondah	12,226 9¼ 0		
			23,652 3 0
From Bidnore, one Talook, viz.—			
Hurryhur	...	...	10,796 0 0
Canterai Pagodas ...	...	...	2,63,957 3¾ 0

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799.

(Sd.) J. A. KIRKPATRICK,

Resident.

SEPARATE ARTICLES of the TREATY with the NIZAM.

SEPARATE ARTICLES appertaining to the TREATY of MYSORE, concluded on the 22nd of June 1799 (corresponding to the 17th of Mohurrum Anno Hegiræ 1214) between the HONOURABLE ENGLISH EAST INDIA COMPANY BAHADOOR and the NAWAB NIZAM-OOD-DOWLAH AUSUPH JAH BAHADOOR.

ARTICLE 1.

With a view to the prevention of future altercations, it is agreed between His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor and the Honourable English East India Company Bahadoor, that to whatever amount the stipends appropriated to the maintenance of the sons, relations, and dependants of the late Hyder Ali Khan and Tippoo Sultan, or the personal jaghire of Meer Kummer-ood-deen Khan, shall hereafter be diminished, in consequence of any one of the stipulations of the Treaty of Mysore, the contracting parties shall not be accountable to each other on this head.

ARTICLE 2.

And it is further agreed between the contracting parties that in the event provided for by the eighth Article of the Treaty of Mysore, two-thirds of the share reserved for Rao Pundit Prudhan Bahadoor shall fall to His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the remaining third to the Honourable English East India Company Bahadoor.

The Nizam's Seal.

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799.

(Sd.) J. A. KIRKPATRICK,

Resident.

No. X.

TREATY with the NIZAM—1800.

TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE between the HONOURABLE the ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, SOUBADAR of the DECCAN, his children, heirs, and succesoors; settled by CAPTAIN JAMES ACHILLES KIRKPATRICK, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNR-GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS in the EAST INDIES.

Whereas, by the blessing of God, an intimate friendship and union have firmly subsisted for a length of time between the Honourable English East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah

Bahadoor, and have been cemented and strengthened by several Treaties of alliance, to the mutual and manifest advantage of both powers, who, with uninterrupted harmony and concord having equally shared the fatigues and dangers of war and the blessings of peace, are, in fact, become one and the same in interest, policy, friendship, and honour. The powers aforesaid adverting to the complexion of the times have determined on principles of precaution and foresight and with a view to the effectual preservation of constant peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or of any enemies whatever.

ARTICLE 1.

The peace, union, and friendship so long subsisting between the two States shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and agreements between the two States now in force and not contrary to the tenor of this engagement shall be confirmed by it.

ARTICLE 2.

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of the agreement, the Governor-General in Council, on behalf of the Honourable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights or territories of His Highness the Nizam, but will at all times maintain and defend the same, in the same manner as the rights and territories of the Honourable Company are now maintained and defended.

ARTICLE 3.

With a view to fulfil this Treaty of general defence and protection, His Highness the Nawab Ausuph Jah agrees that two battalions of sepoys and one regiment of cavalry, with a due proportion of guns and artillerymen shall be added in perpetuity to the present permanent subsidiary force of six battalions of sepoys, of one thousand firelocks each, and one regiment of cavalry, five hundred strong (with their proportion of guns and artillerymen), so that the whole subsidiary force furnished by the Honourable East India Company to His Highness shall henceforward consist of eight battalions of sepoys (or eight thousand firelocks) and two regiments of cavalry

(or one thousand horse), with their requisite complement of guns, European artillerymen, lascars, and pioneers, fully equipped with warlike stores and ammunition, which force is to be stationed in perpetuity in His Highness's territories.

ARTICLE 4.

The pay of the above-mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall commence from the day of the entrance of the said additional force into His Highness's territories.

ARTICLE 5.

For the regular payment of the whole expense of the said augmented subsidiary force (consisting of eight thousand infantry, one thousand cavalry, and their usual proportion of artillery) His Highness the Nawab Ausuph Jah hereby assigns and cedes to the Honourable East India Company in perpetuity all the territories acquired by His Highness, under the Treaty of Seringapatam on the 18th March 1792, and also all the territories acquired by His Highness under the Treaty of Mysore on the 22nd June 1799, according to the Schedule annexed to this Treaty.

ARTICLE 6.

Certain of the territories ceded by the foregoing Article to the Honourable Company being inconvenient, from their situation to the northward of the river Toombuddrah, His Highness the Nawab Ausuph Jah, for the purpose of rendering the boundary line of the Honourable Company's possessions a good and well-defined one, agrees to retain the districts in question, namely, Copul, Gujjunderghur, and others (as marked in the annexed Schedule) in his own possession ; and in lieu thereof assigns and cedes in full and in perpetuity to the Honourable Company the district of Adoni, together with whatever other territory His Highness may be possessed of, or is dependent on His Highness's Government, to the south of the Toombuddrah, or to the south of the Kistnah, below the junction of those two rivers.

ARTICLE 7.

The territories to be assigned and ceded to the Honourable Company by the fifth Article, or in consequence of the exchange stipulated in the sixth Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE 8.

Whereas the actual produce of a considerable portion of the districts ceded to the Honourable Company by Article fifth is ascertained and acknowledged to be greatly inferior to their nominal value, as specified in the Schedule annexed to this Treaty, and the said districts cannot be expected for a long course of years to reach to their said nominal value ;

and whereas differences might hereafter arise between the contracting parties with respect to the real value of the same, and the friendship and harmony happily subsisting between the contracting parties be disturbed by discussions relating to the adjustment of accounts of the produce and value of the said districts; in order to preclude all causes of any such future difference or discussion between the two States, the said East India Company agrees to accept the said districts (with the reservation stated in the sixth Article) as a full and complete satisfaction for all demands on account of the pay and charges of the said subsidiary force; and therefore to whatever extent or for whatever length of time the actual produce of the said districts shall prove inadequate to the amount of the subsidy payable by His Highness on account of the said subsidiary force, no demands shall ever be made by the Honourable Company upon the treasury of His Highness on account of any such deficiency or on account of any failure in the revenues of the said districts, arising from unfavourable seasons, from the calamity of war, or any other cause. His Highness the Nizam, on his part, with the same friendly views hereby renounces all claim to any arrears or balances which may be due to him from the said districts at the period of their cession to the Honourable Company, and also to any eventual excess in the produce of the said districts, beyond the amount of the subsidy payable by His Highness on account of the said subsidiary force, the true intention and meaning of this Article being that the cession of the said districts and the exchanges stipulated in the sixth Article shall be considered as a final close and termination of accounts between the contracting parties with respect to the charges of the said subsidiary force.

ARTICLE 9.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Ausuph Jah that the Honourable Company's officers are prepared to take charge of the districts ceded by the fifth Article, His Highness will immediately issue the necessary perwannahs or orders to his officers to deliver over charge of the same to the officers of the Company; and it is hereby stipulated and agreed that all collections made by His Highness's officers subsequent to the date of the said perwannahs or orders, and before the officers of the Company shall have taken charge of the said districts, shall be carried to the account of the Honourable Company.

ARTICLE 10.

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honourable Company with the said districts; and His Highness the Nawab Ausuph Jah engages that the said forts shall be delivered to the Honourable Company as nearly as possible in the same state as that in which His Highness received them.

ARTICLE 11.

His Highness the Nawab Ausuph Jah will continue to pay the subsidy of the former subsidiary force and also that of the additional troops from his

treasury in the same manner as hitherto observed, until the Honourable East India Company's officers shall have obtained complete possession from His Highness's officers of the country ceded to the said Company by the fifth Article. The Company will not claim any payments of subsidy from His Highness's treasury after their officers shall have obtained possession of the said districts from the officers of His Highness.

ARTICLE 12.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and for that purpose will at all times be ready to enter into amicable explanations with other States and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness the Nawab Ausuph Jah engages that, with the reserve of two battalions of sepoys which are to remain near His Highness's person, the residue of the British subsidiary force (consisting of six battalions of sepoys and two regiments of cavalry with artillery) joined by six thousand infantry and nine thousand horse of His Highness's own troops, and making together an army of twelve thousand infantry and ten thousand cavalry, with their requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power for the purpose of bringing into the field as speedily as possible the whole force which he may be able to supply from his dominions; with a view to the effectual prosecution and speedy termination of the said war, the Honourable Company in the same manner engage on their part, in this case, to employ in active operations against the enemy the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE 13.

Whenever war shall appear probable His Highness the Nawab Ausuph Jah engages to collect as many benjarahs as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE 14.

Grain and all other articles of consumption and provision, and all sorts of materials for wearing apparel, together with the necessary quantity of cattle, horses, and camels required for the use of the subsidiary force, shall, in proportion to its present augmentation be, as heretofore, entirely exempted from duties.

ARTICLE 15.

As by the present Treaty the union and friendship of the two States are so firmly cemented as that they may be considered as one and the same, His Highness the Nizam engages neither to commence nor to pursue in

future any negotiations with any other power whatever without giving previous notice and entering into mutual consultation with the Honourable East India Company's Government; and the Honourable Company's Government on their part hereby declare that they have no manner of concern with any of His Highness's children, relations, subjects, or servants with respect to whom His Highness is absolute.

ARTICLE 16.

As by the present Treaty of general defensive alliance, mutual defence and protection against all enemies are established, His Highness the Nawab Ausuph Jah consequently engages never to commit any act of hostility or aggression against any power whatever; and in the event of any differences arising whatever adjustment of them the Company's Government, weighing matters in the scale of truth and justice, may determine shall meet with full approbation and acquiescence.

ARTICLE 17.

By the present Treaty of general defensive alliance, the ties of union, by the blessing of God, are drawn so close that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other; it is therefore hereby agreed that if in future the Shorapore or Gudwall zemindars, or any other subjects or dependants of His Highness's government should withhold the payment of the Circar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the offence shall be duly ascertained, shall be ready, in concert with His Highness's own troops, to reduce all such offenders to obedience. And the interests of the two States being now in every respect identified, it is further mutually agreed that if disturbances shall at any time break out in the districts ceded to the Honourable Company by this treaty, His Highness the Nawab Ausuph Jah shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall at any time break out in any part of His Highness's dominions, contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government, in like manner, if required by His Highness the Nawab Ausuph Jah, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose to assist in quelling the said disturbances within His Highness's dominions.

ARTICLE 18.

Whereas, by the favour of Providence, a perfect union, harmony, and concord, have long and firmly subsisted between the Honourable East India Company, His Highness the Nawab Ausuph Jah, His Highness the Peishwa Rao Pundit Prudhan, and Rajah Raghojee Bhooslah, therefore should His Highness Rao Pundit Prudhan and Rajah Raghojee Bhooslah, or either of them, express a desire to participate in the benefits of the

present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquillity, the contracting parties will readily admit both or either of the said powers to be members of the present alliance, on such terms and conditions as shall appear just and expedient to the contracting parties.

ARTICLE 19.

The contracting parties being actuated by a sincere desire to promote and maintain general tranquillity, will admit Dowlut Rao Sindia to be a party to the present Treaty whenever he shall satisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both States, and shall give such securities for the maintenance of tranquillity as shall appear to the contracting parties to be sufficient.

ARTICLE 20.

This Treaty, consisting of twenty Articles, being this day settled by Captain James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Captain Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nawab, who, on his part, has also delivered one copy of the same, duly executed by himself; and Captain Kirkpatrick, by virtue of special authority given to him on that behalf by the Most Noble the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of thirty days a copy of the same from the Governor-General in Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy the Treaty executed by Captain Kirkpatrick shall be returned; but the additional subsidiary force specified in the third Article shall be immediately required by His Highness the Nizam and furnished by the Honourable Company, and all the other Articles shall be in full force from this time.

Signed, sealed, and exchanged at Hyderabad on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegiræ 1215.

(Sd.) J. A. KIRKPATRICK,

Resident.

SEPARATE and SECRET ARTICLES.

SEPARATE and SECRET ARTICLES appertaining to the TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE concluded between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB AUSUPH JAH BAHADOOR on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegiræ 1215.

ARTICLE 1.

The Peishwa Rao Pundit Prudhan shall be admitted to the benefits of this general defensive alliance on the following conditions :—

First.—Rao Pundit Prudhan shall accept the mediation of the Honourable Company's Government for the amicable adjustment, on the basis of the Treaty of Mah, of all claims or demands of chout, and of all other claims or demands whatever, on the territories or government of His Highness the Nawab Ausuph Jah.

The British Government will also take into consideration the claims of His Highness the Nawab Ausuph Jah to a total exemption from chout, and will arbitrate, on the principles of justice and equity, any question now existing or which shall hereafter arise, relative to the same, between Rao Pundit Prudhan and the Nawab Ausuph Jah; provided Rao Pundit Prudhan shall agree to accept the said arbitration; and Rao Pundit Prudhan shall not be admitted to the benefit of this general defensive alliance, until he shall have agreed to accept the arbitration of the British Government, with respect to the said claims of the Nawab Ausuph Jah to a total exemption from chout.

Secondly.—Rao Pundit Prudhan shall give full satisfaction to the Honourable East India Company on the various points depending between him and the British Government in India.

Thirdly.—If Rao Pundit Prudhan shall agree to the following conditions, the Honourable East India Company and His Highness the Nawab Ausuph Jah will assist him in the restoration of his just authority in the Mahratta Empire.

Fourthly.—For this purpose Rao Pundit Prudhan shall agree to subsidize in perpetuity such a body of the said Company's troops as shall hereafter be judged necessary for the restoration and maintenance of his authority.

ARTICLE 2.

Rajah Raghojee Bhooslah shall be admitted to the benefit of this general alliance on the following conditions :—

First.—Rajah Raghojee Bhooslah shall accept the Honourable Company's arbitration of all unadjusted points between His Highness the

Nawab Ausuph Jah and the said Rajah, according to the tenor of subsisting Treaties.

Secondly.—Rajah Raghojee Bhooslah shall agree to such equitable interchanges of territory with the Honourable East India Company as shall be judged necessary to complete or improve their respective frontiers, or to such cessions of territory (in consideration of a just pecuniary equivalent) as shall be judged necessary to the same purpose.

ARTICLE 3.

If, contrary to the spirit and object of this defensive Treaty, war should hereafter appear unavoidable (which God avert!) the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms.

The contracting parties entertain no views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities, unless in the case of unjust and unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negotiation, according to the tenor of the preceding Treaty. It is however declared that, in the event of war, and of a consequent partition of conquests between the contracting parties, His Highness the Nawab Ausuph Jah shall be entitled to participate equally with the other contracting parties in the division of every territory which may be acquired by the successful exertion of their united arms, provided His Highness the Nawab Ausuph Jah shall have faithfully fulfilled all the stipulations of the preceding Treaty, especially those contained in the twelfth and thirteenth Articles thereof.

Signed, sealed, and exchanged at Hyderabad on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegiræ 1215.

(Sd.) J. A. KIRKPATRICK,
Resident.

SCHEDULE referred to in the TREATY.

SCHEDULE of HIS HIGHNESS the NIZAM'S territorial acquisitions by the TREATY of SERINGAPATAM, dated the 18th May 1792, and by the TREATY of MYSORE, dated the 22nd June 1799, and which, in conformity to the fifth and sixth Articles of the annexed TREATY are now, together with the TALOOK of ADONI, and all other talooks situated to the south of the RIVERS TOOMBUDDRAH and KISTNAH, ceded in full and in perpetuity to the HONOURABLE EAST INDIA COMPANY.

List of talooks acquired by the Treaty of Seringapatam.

	C. Pagodas.	F.	A.	P.
Sidhout, 6 Talooks	81,885	9½	1	0
Chinnoor, 6 ditto	65,427	4¾	0½	0
Kumlapoor, 4 ditto	50,729	3¾	8	0
Vo-oor, 6 ditto	70,684	9	2½	0
Budwail, 3 ditto	54,883	0	4	0
Jumoonul Murrow, 7 Talooks	90,643	7	1	0
Kummum, 7 ditto	1,30,148	2½	1	0
Kunnuckgherry, 3 ditto	30,952	4¼	1	0
Chit Kontah, 1 Talook	11,298	9¼	0	0
Gudtoor, 1 ditto	17,846	4¼	0	0
Cœl Konetah, 1 ditto	10,224	9	3½	0
Opulpaha, 1 ditto	10,098	1¾	1½	0
Nursapoor, 1 ditto	8,397	5½	3	0
Bisspul, 1 ditto	11,074	11¼	0	0
Donypahr Wurdwarum, 1 Talook	12,402	3¾	1	0
Poodtoor, 2 Talooks	22,979	4	2	9
Chutwail or Multlwaur, 8 Talooks	1,30,769	3½	1	9
Monyaulpalo, 1 Talook	6,000	0	0	0
Nussam, 1 Talook	17,802	2½	0	0
Bungumpully and Chunchunmullah, 2 Talooks	41,804	9½	0	0
Ouak, 1 Talook	20,000	0	0	0
In Goody, 4 Talooks	51,782	8¼	0	0
Bulhary and Kurkoor, 1 Talook	23,000	0	0	0
Weonlahwempelly, 1 Talook	12,565	0	0	0
Kopaul, 8 Talooks	1,06,137	3½	1	0
Gajjinderghun, 8 ditto	1,01,977	9	0	0
Kunnuckgherry, 1 Talook	79,100	0	0	0
Singaputtun Oopalwurrah, 1 Talook	20,000	0	0	0
Hunmuntcond, 1 Talook	15,000	0	0	0
Busswahpoor, 1 ditto	5,000	0	0	0
Mokah, 1 Talook	12,162	6¾	2	0
In the Talook of Kookoor	370	2¼	1	9
Total	13,16,666	6½	2	0

List of Talooks acquired by the Treaty of Mysore—Gooty (remainder of).

	C. Pagodas.	F.	A.
Fyze Hissur (the fort and dependencies)	15,568	0	0
Kundundlah	7,500	0	0
Paumry	11,000	0	0
Warkur Kunoor	8,998	0	0
Yarutty Murracheeroo	5,902	0	0½
Peem Rajah	4,800	0	0
Nuttoor	2,700	0	0
Bialy Mutty Murgh	9,426	3	0
Churtumpully	8,951	0	0
Mutyhurah Huttoor	22,251	9½	0
Koondunty	8,800	0	0
Yarghy	22,673	0	0
Pencoondah	60,000	0	0
Minighserrah	8,000	0	0
Hundy Ununtpoor	16,000	0	0
Koorkoor (remainder of)	11,629	0	0
Kunchchungoondy	10,000	0	0
Gurrumcondah	1,85,810	0	0
Ruttungherry	10,000	0	0
Ragdroog, 6 Talooks	1,02,856	0	0
Kinnool Peishcush	66,666	0	0
Junymullah, 1 Talook	7,800	0	0
Umrahpoor Noomautty	10,000	0	0
Anungoondy	60,100	0	0
Hurpunkully, 6 Talooks	1,10,030	8¾	0
Wurtnahpoor, and sundry other villages in the Chittledroog district	5,840	1¼	0
TOTAL	7,93,300	10¾	0
GRAND TOTAL	21,09,968	35	

The districts situated north of the Toombuddrah, which conformably to the sixth Article of the annexed Treaty remain with His Highness the Nizam to be deducted from the above, as follows :—

	C. Pagodas.	F.	A.
Koopul, 8 Talooks	1,06,137	3½	0
Cajjirdughur, 8 ditto	1,01,977	9	0
Kunnauckgherry, 1 Talook	79,100	0	0
Villages of the Anagoondy district, situated to the north of the Toombuddrah	8,710	0	0
Villages of the Tukkulcottah district, situated likewise north of the Toombuddrah...	855	0	0
Retained by His Highness the Nizam ...	2,96,780	0½	0
Remains to the Honourable Company C. Pagodas	18,13,188	4½	3
Add to the Adoni country, which, together with all His Highness's remaining possessions, south of the Toombuddrah is, by the sixth Article of the annexed Treaty, ceded in exchange for the above districts to the Honourable Company ... Rupees	8,34,718	12	0

Signed, sealed, and exchanged at Hyderabad the 12th October A.D. 1800, or 22nd Jemmadee-ul-Awul, A.H. 1215.

(Sd.) J. A. KIRKPATRICK,
Resident.

ADDITIONAL ARTICLE of TREATY between the HONOURABLE EAST INDIA COMPANY on the one part, and HIS HIGHNESS NAWAB NIZAM-OOL-MOOLK AUSUPH JAH MEER UKBUR ALI KHAN BAHADOOR, SOUBAH of the DECCAN, his children, heirs, and successors, on the other ; to be considered as appertaining to the TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE concluded at HYDERABAD on the 12th of October 1800 A. D., or 22nd of Jemmadee-ul-Awul, 1215 A. H.

ARTICLE.

In the event (which God however avert !) of joint war breaking out hereafter with any other power, it is hereby agreed that during the continuance thereof all officers and all troops, whether individually or collectively, belonging to either of the contracting parties, shall have free ingress and egress to and from all the territories, and to and from all the forts belonging to each other respectively ; and it is hereby further agreed that all officers, whether civil or military, belonging to their government, shall, when requisite, employ all their power and all the resources at their command in facilitating

the operations of the troops employed, to whichever of the two contracting powers they may happen to belong.

Signed, sealed, and exchanged at Hyderabad this 9th of January 1804, agreeing with 25th Ramzan, A.H. 1218.

(Sd.) J. A. KIRKPATRICK,
Resident.

His Highness's Mark.

His Highness's Little Seal.

His Highness's Great Seal.

(A true copy.)

(Sd.) J. A. KIRKPATRICK,
Resident.

No. XI.

COMMERCIAL TREATY with the NIZAM—1802.

TREATY for the IMPROVEMENT and SECURITY of the TRADE and COMMERCE between the TERRITORIES of the HONOURABLE EAST INDIA COMPANY and of HIS HIGHNESS the NAWAB NIZAM-OOL-MOOLK AUSUPH JAH, SOUBADAR of the DECCAN; settled by MAJOR JAMES ACHILLES KIRKPATRICK, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, CAPTAIN GENERAL and COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES in INDIA, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS in the EAST INDIES.

Whereas a well regulated commerce is essential to the opulence and prosperity of the people and to the wealth and power of the State; and

whereas a free and secure commercial intercourse tends to maintain and improve the relations of amity, peace, and concord between contiguous nations: Wherefore the Honourable East India Company and His Highness the Nawab Ausuph Jah, anxious to improve by every possible means the close and intimate connection now happily established between the two States, and to extend the benefits of their union to their respective subjects, have agreed on the following Articles of a Treaty of Commerce between the two States:—

ARTICLE 1.

As the testimony of the firm friendship, union, and attachment, subsisting between the Honourable Company and His Highness the Nawab Ausuph Jah, the Honourable Company hereby agree to grant to His Highness the free use of the seaport of Masulipatam; at which port His Highness shall be at liberty to establish a commercial factory and agents under such regulations as the nature of the Company's government shall require and as shall be adjusted between the Governor-General in Council and His said Highness.

ARTICLE 2.

His Highness's ships bearing his flag shall be entitled at all times to the protection of His Britannic Majesty's and of the Honourable Company's ships of war, and shall be admitted into all the ports belonging to the British Government in India upon the footing of the most favoured nations.

ARTICLE 3.

There shall be a free transit between the territories of the contracting parties of all articles being the growth, produce, or manufacture of each respectively; and also of all articles being the growth, produce, or manufacture of any part of His Britannic Majesty's dominions.

ARTICLE 4.

All rahdarry duties and all duties collected by individual renters or zemindars on goods passing to and from the territories of the contracting parties shall be abolished, and all zemindars, renters, etc., shall be strictly prohibited from committing any acts of extortion or violence on the merchants passing through the respective territories of the contracting parties.

ARTICLE 5.

A duty of five per cent. and no more shall be levied at Hyderabad indiscriminately on all articles of merchandize whatever imported into His Highness's dominions from the Company's possessions. No articles shall pay duty more than once. The duties payable shall be regulated by a just valuation of the article or commodity on which they shall be charged, and which shall be determined by an invoice authenticated by the seal and signature of the proper Officer on each side: Nor shall any arbitrary valuation of any article or commodity be admitted to enhance the amount of the

duties payable thereon, and the said duties shall be fixed and immutable except by the mutual consent of the contracting parties.

ARTICLE 6.

The Honourable East India Company shall on their part adopt similar arrangements in every respect for the purpose of facilitating the transit through their dominions of all articles the growth, produce, or manufacture of His Highness's territories and of guarding the same from all unjust exactions or vexatious imposts whatever.

ARTICLE 7.

The duties payable to the Honourable Company on all articles imported into their territories from His Highness's dominions shall be collected in the mode prescribed by the fifth Article at Masulipatam alone, or at one or more places according to the convenience of the merchants belonging to His Highness's dominions; and the said place or places shall be fixed with the consent of His Highness the Nizam, it being understood that no article imported from His Highness's dominions shall in any case pay duty more than once, whether the said duty be collected at Masulipatam or elsewhere.

ARTICLE 8.

A duty of five per cent. and no more shall be levied once by His Highness's Government, and be made payable at Hyderabad on the prime cost of all commodities purchased in His Highness's dominions for exportation.

ARTICLE 9.

No merchants or traders under the Company's Government shall be allowed to re-vend in the dominions of the Nawab aforesaid the productions or manufactures of his territories purchased by them therein. Neither shall any grain be exported from the territories of the Nawab aforesaid into those of the Honourable Company without a special license for the purpose; nor any more grain be purchased in His Highness's territories than what is necessary for the consumption of the subsidiary force. But it is at the same time hereby agreed that, in cases of necessity, permission shall reciprocally be granted immediately on application for the transportation of grain, free from all duties whatever, into the respective territories of the two contracting powers in Hindostan and Deccan.

ARTICLE 10.

The traders under both governments, namely, all such as shall traffic from the Honourable East India Company's territories to the territories of His Highness the Nawab Ausuph Jah, and *vice versâ*, shall, upon the importation of their commodities into the respective territories, pay once a duty of five per cent, according to the terms prescribed in the foregoing Articles. With respect to others who do not come under the above description, such as

traders from foreign parts or inhabitants of Hyderabad, who have always paid the usual duties, the kurrorah shall, as heretofore, levy duties from them according to custom.

ARTICLE 11.

The preceding regulations shall take effect and be established in the respective territories of the contracting parties on the 1st day of September next, answering to the 2nd of Jemmadee-ul-Awul, A.H. 1217, after which day no duties shall be levied in any other manner than in conformity to the stipulations of this Treaty.

ARTICLE 12.

This Treaty, consisting of twelve Articles, being this day settled by Major James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Major Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nawab, who on his part has also delivered one copy of the same duly executed by himself: and Major Kirkpatrick, by virtue of special authority given to him in that behalf by His Excellency the Most Noble the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of fifty days a copy of the same from the Governor-General in Council, in every respect the counterpart of that executed by himself, and on the delivery of such copy, the treaty executed by Major Kirkpatrick shall be returned

Signed, sealed, and exchanged at Hyderabad this 12th day of April A. D. 1802, or 8th day of Zehidge, A. H. 1816.

Seal of the Nizam.

(Sd.) J. A. KIRKPATRICK,

Resident.

No. XII.

INSTRUMENT under the signature of the GOVERNOR-GENERAL in COUNCIL, delivered to the NIZAM (SECUNDER JAH) on his accession to the musnud, recognizing all the former TREATIES and ENGAGEMENTS with NIZAM ALI, deceased—1803.

The friendship and alliance which so firmly and happily subsisted between His late Highness the Nawab Nizam Ali Khan, Soubadar of the Deccan, and the Honourable Company's government, shall be considered to subsist with equal force and sincerity and shall continue for ever unimpaired between His late Highness's eldest son and successor, the Nawab Secunder

Jah, and the Honourable Company, and all Treaties and engagements which subsisted between His late Highness and the Honourable Company's government shall be considered to be in full force to all intents and purposes. And His Excellency the Most Noble the Governor-General in Council hereby declares, on the part of the Honourable Company, that the British Government is effectually bound by the said engagements and Treaties, and that the said engagements and Treaties shall be duly observed until the end of time.

Given under the seal of the Honourable Company and the signature of His Excellency the Most Noble the Governor-General in Council at Fort William in Bengal this 24h day of August 1803.

ENGAGEMENT between SECUNDER JAH and the COMPANY—1803.

The friendship and union which so strongly and happily subsisted between the late Nawab Nizam Ali Khan Bahadoor (whose soul is in Paradise) and the Honourable Company's government are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing Treaties and engagements likewise that were contracted with the late Nawab aforesaid are in full force to all intents and purposes; and we hereby declare that we are effectually bound by the engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and engagements shall be duly observed until the end of time.

Signed and sealed on the 7th day of August Anno Domini 1803, answering to Rubbee-oos-Sanee, A. H. 1218, with the seal and signature of Meer Foulaad Ali Khan Secunder Jah Bahadoor, Soubadar of the Deccan, and delivered in duplicate, on the day aforesaid, by His Highness himself to Major James Achilles Kirkpatrick, Resident at the Court of Hyderabad.

The Seal of the Nawab Secunder Jah.

(Sd.) J. A. KIRKPATRICK,
Resident.

No. XIII.

PARTITION TREATY of HYDERABAD with HIS HIGHNESS the SOUBAHDAR of the DECCAN—1804.

TREATY for the SETTLEMENT of GENERAL PEACE in HINDOSTAN and the DECCAN, and for the CONFIRMATION of the FRIENDSHIP subsisting between the HONOURABLE ENGLISH EAST INDIA COMPANY and its allies, HIS HIGHNESS the SOUBAHDAR of the DECCAN and HIS HIGHNESS RAO PUNDIT PRUDHAN PEISHWA BAHADOOR, settled between the said HONOURABLE COMPANY and the said allies by MAJOR JAMES ACHILLES KIRKPATRICK, RESIDENT of the COURT of HYDERABAD, in virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS and CAPTAIN GENERAL of all the BRITISH LAND FORCES in the EAST INDIES.

Whereas by the terms of the Treaties of peace concluded by Major General the Honourable Arthur Wellesley, on the part of the Honourable Company and its allies, with the Maharajah Senah Saheb Soubah, Rajah of Berar, at Deogaum, on the 17th of December 1803, and with Maharajah Dowlut Rao Sindia at Surjee Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor-General in Council and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah, and by Maharajah Dowlut Rao Sindia, to the Honourable Company and its allies, the following Articles of agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies :—

ARTICLE 1.

The province of Cuttack, including the port and district of Balasore, and all cessions of every description made by the second Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honourable English East India Company.

ARTICLE 2.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues, in participation with His Highness the Soubahdar of the

Deccan, and those formerly possessed by Maharajah Senah Saheb Soubah, to the westward of the river Wurdah, ceded by the third Article of the Treaty of Deogaum, and the territory situated to the southward of the hills, on which are the forts of Nernullah and Gawilghur, and to the westward of the river Wurdah, stated by the fourth Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan, with the exception of the districts reserved to Senah Saheb Soubah in the fifth Article of the said Treaty of Deogaum.

ARTICLE 3.

All the forts, territories, and rights of Maharajah Dowlut Rao Sindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypore and Jodhpore, and of the Rana of Gohud, ceded by the second Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 4.

The fort of Baroach and territory depending thereon, ceded by the third Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 5.

The fort and city of Ahmednugger, together with such part of the territory depending thereon as is ceded by the third Article of the Treaty of Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa.

ARTICLE 6.

All the territories which belonged to Maharajah Dowlut Rao Sindia before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills, including the fort and district of Jalnapore, the town and district of Gandapore, and all other districts between that range of hills and the river Godavery, ceded by the fourth Article of the Treaty of Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan.

ARTICLE 7.

All cessions made to the Honourable Company by any Treaties which have been confirmed by the ninth Article of the Treaty of Surjee Anjengaum shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 8.

This Treaty, consisting of eight Articles, being this day, the 17th of Mohurrum, corresponding with the 28th of April, settled and concluded at Hyderabad by Major James Achilles Kirkpatrick, with His Highness the Nawab Ausuph Jah Meer Ukbur Ali Khan Bahadoor, Soubahdar of the Deccan, the said Major James Achilles Kirkpatrick has delivered to His said

Highness a copy of the same, in English and Persian, under the seal and signature of the said Major James Achilles Kirkpatrick, and His Highness the Nawab Ausuph Jah Meer Ukber Ali Khan Bahadoor has delivered to the said Major James Achilles Kirkpatrick another copy also in Persian and English, bearing His Highness's seal and signature; and the aforesaid Major James Achilles Kirkpatrick has engaged to procure and deliver to His said Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble the Governor-General in Council, on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and His Highness, and the copy of it now delivered to His said Highness the Nawab Ausuph Jah shall be returned.

Done at Hyderabad this 28th day of April, Anno Domini 1804, or 17th day of Mohurrum, Anno Hegira 1219.

(Sd.) J. A. KIRKPATRICK,
Resident.

No. XIV.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS the SOUBADAR of the DECCAN and his CHILDREN, HEIRS, and SUCCESSORS, for the further CONFIRMATION of FRIENDSHIP and UNITY of INTERESTS, concluded through the agency of CHARLES THEOPHILUS METCALFE, ESQ., RESIDENT at the COURT of HIS said HIGHNESS, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the MOST NOBLE FRANCIS, MARQUIS of HASTINGS, KNIGHT of the MOST NOBLE ORDER of the GARTER, KNIGHT, G.C., of the MOST HONOURABLE ORDER of the BATH, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES—1822.

Whereas certain rights, forts, and territories have come into the possession of the Honourable East India Company from the States of Nagpore and

Holkar, and in consequence of the reduction and occupation of the dominions of the Peishwa, the following Articles of agreement for the settlement of the said rights, forts, and territories have been concluded by the said Honourable Company and His said Highness the Soubadar of the Deccan.

ARTICLE 1.

All former Treaties and engagements between the two States now in force and not contrary to the tenor of this Treaty shall be confirmed by it.

ARTICLE 2.

The arrears of all claims and demands of chout, and of all other claims whatever on the territories or government of His Highness the Nizam, due by His said Highness to the Peishwa are hereby declared to be extinguished, and His said Highness is released in perpetuity from the payment of all chout of every description on account of any part of his possessions.

ARTICLE 3.

His Highness the Nizam being desirous of possessing certain of the districts acquired by the late war on account of their situation within the exterior line of His Highness's frontier, the following exchanges of territory are hereby agreed upon for His Highness's benefit and the mutual convenience of the contracting parties.

ARTICLE 4.

The districts formerly belonging to the Peishwa as specified in the Schedule A hereunto annexed, and estimated at the annual sum of Rupees 5,69,275-8 are hereby transferred in perpetual sovereignty to His Highness the Nizam.

ARTICLE 5.

The districts formerly belonging to the Rajah of Nagpore according to the Schedule B, hereunto annexed, and estimated at the annual sum of Rupees 3,13,743-8, together with the forts of Gawilghur and Narnulla, and the range of hills on which they are situated, shall belong in perpetual sovereignty to His said Highness.

ARTICLE 6.

The districts of Umber and Ellora, formerly belonging to Maharaja Mulhar Rao Holkar, and estimated at the annual sum of Rupees 1,89,373, shall also belong in perpetual sovereignty to His said Highness.

ARTICLE 7.

His Highness the Nizam on his part hereby cedes to the Honourable Company in perpetual sovereignty the whole of his rights and possessions situated on the west or right bank of the river Seena, according to the Schedule C, hereunto annexed, and also the whole of his rights and possessions

situated within the district of Ahmednuggur as detailed in the said schedule, the whole being estimated at the annual sum of Rupees 4,31,785-3½.

ARTICLE 8.

His Highness the Nizam also cedes, for the purpose of their being transferred in perpetual sovereignty to the Rajah of Nagpore, the whole of his participated rights and possessions situated on the east or left bank of the river Wurdah, according to the Schedule D annexed to the present Treaty, and estimated to produce an annual revenue of Rupees 75,000.

ARTICLE 9.

Certain assignments of chout within the territory of His Highness the Nizam, to the estimated annual amount of Rupees one lakh and twenty thousand, having been guaranteed to Appa Dessaye and the Putwardhuns, His Highness the Nizam hereby agrees to pay the aforesaid sum annually to the Honourable East India Company in perpetuity.

ARTICLE 10.

His Highness the Nizam also engages to confirm and continue all enams and wurshasuns and all individual and charitable allowances of every description whatever which may have been granted either on the chout payable by His Highness to the Peishwa, or any portion of the districts formerly belonging to the Peishwa and now acquired by His said Highness under the fourth Article of the present Treaty, provided those grants shall have been in force at the breaking out of hostilities with the Peishwa in the month of November, 1817, and that the holders of them shall have performed the conditions prescribed in Mr. Elphinstone's proclamation,* dated the 11th of February 1818.

* Substance of a MAHRATTA PROCLAMATION issued on the 11th of February 1818 by the HONOURABLE M. ELPHINSTONE, Sole Commissioner for the settlement of the territories conquered from the Peishwa.

From the time when Bajee Rao ascended the musnud his country was a prey to faction and rebellion, and there was no efficient government to protect the people. At length Bajee Rao was expelled from his dominions and took refuge in Bassein, where he was dependent on the bounty of Cundee Rao Rastia. At this time he entered into alliance with the British Government, and was immediately restored to the full possession of his authority: the tranquillity that has been enjoyed since that period is known to all ranks of men. At Bajee Rao's restoration the country was laid waste by war and famine. the people were reduced to misery, and the government derived scarcely any revenue from its lands; since then, in spite of the farming system and the exactions of Bajee Rao's officers, the country has completely recovered, through the protection afforded it by the British Government, and Bajee Rao has accumulated those treasures which he is now employing against his benefactors. The British Government not only protected the Peishwa's own possessions, but maintained his rights abroad. It could not without injury to the rights of others restore his authority over the Mahratta Chiefs, which had expired long before its alliance with him; but it paid the greatest attention to satisfy his admissible demands, and succeeded, in spite of many difficulties, in adjusting some and putting others in a train of settlement. Among these were Bajee Rao's claims on the Guicowar. The British Government had prevailed on that Prince to send his prime minister to Poonah for the express purpose of settling those demands, and they were on the eve of adjustment, with great profit to the Peishwa, when Gungadhur Shastry, the Guicowar's vakeel, was murdered by Trimbuckjee Dainglia, the Peishwa's minister, while in actual attendance on his court and during the solemn pilgrimage of Punderpore. Strong suspicion rested on Bajee Rao, who was accused by the voice of the whole country; but the British Government, unwilling to credit such charges against a Prince and an ally, contented itself with demanding the punishment

ARTICLE II.

This Treaty, consisting of eleven Articles, having been this day settled by Charles Theophilus Metcalfe, Esquire, with the Nawab Ausuph

of Trimbuckjee. This was refused, until the British Government had marched an army to support its demands; yet it made no claim on the Peishwa for its expenses, and inflicted no punishment for his protection of a murderer: it simply required the surrender of the criminal; and on Bajee Rao's compliance, it restored him to the undiminished enjoyment of all the benefits of the alliance. Notwithstanding this generosity, Bajee Rao immediately commenced on a new system of intrigues, and used every exertion to turn all the power of India against the British Government. At length he gave the signal of disturbances by fomenting an insurrection in his own dominions, and prepared to support the insurgents by open force. The British Government had then no remedy but to arm in turn. Its troops entered Bajee Rao's territories at all points and surrounded him in his capital, before any of those with whom he had intrigued had time to stir. Bajee Rao's life was now in the hands of the British Government; but that Government moved by Bajee Rao's professions of gratitude for past favours and of entire dependence on it's moderation, once more resolved to continue him on his throne, after imposing such terms on him as might secure it from his future perfidy. The principal of these terms was a commutation of the contingent which the Peishwa was bound to furnish, for money equal to the pay of a similar body of troops; and on their being agreed to, the British Government restored Bajee Rao to its friendship and proceeded to settle the Pindarees who had so long been the pests of the peaceable inhabitants of India, and of none more than the Peishwa's own subjects. Bajee Rao affected to enter with zeal into an enterprise so worthy of a great government, and assembled a large army on pretence of cordially assisting in the contest: but in the midst of all his professions he spared neither pains nor money to engage the powers of Hindostan to combine against the British; and no sooner had the British troops marched towards the haunts of the Pindarees, than he seized the opportunity to commence war, without a declaration, and without even an alleged ground of complaint. He attacked and burned the house of the British Resident, contrary to the laws of nations and the practice of India, plundered and seized on peaceable travellers, and put two British officers to an ignominious death. Bajee Rao himself found the last transaction too barbarous to avow; but as the perpetrators are still unpunished and retain their command in his army, the guilt remains with him. After the commencement of the war, Bajee Rao threw off the mask regarding the murder of Gungadhur Shastry, and avowed his participation in the crime, by uniting his cause with that of the murderer. By these acts of perfidy and violence Bajee Rao has compelled the British Government to drive him from his musnud and to conquer his dominions. For this purpose a force is gone in pursuit of Bajee Rao, which will allow him no rest; another is employed in taking his forts; a third has arrived by the way of Ahmednuggur; and a greater force than either is now entering the Kandeish, under the personal command of His Excellency Sir Thomas Hislop. A force under General Munro is reducing the Carnatic, and a force from Bombay is taking the forts in the Concan, and occupying that country, so that in a short time no trace of Bajee Rao will remain. The Rajah of Sattara, who is now a prisoner in Bajee Rao's hands, will be released and placed at the head of an independent sovereignty, of such an extent as may maintain the Rajah and his family in comfort and dignity. With this view, the fort of Sattara has been taken, the Rajah's flag has been set up in it and his former ministers have been called into employment. Whatever country is assigned to the Rajah will be administered by him, and he will be bound to establish a system of justice and order: the rest of the country will be held by the Honourable Company. The revenue will be collected for the government, but all property, real or personal, will be secured. All wuttun and enam (hereditary lands), wurshasun (annual stipends) and all religious and charitable establishments will be protected, and all religious sects will be tolerated, and their customs maintained as far as is just and reasonable. The farming system is abolished. Officers shall be forthwith appointed to collect a regular and moderate revenue on the part of the British Government, to administer justice and to encourage the cultivators of the soil. They will be authorized to allow of remissions, in consideration of the circumstances of the times. All persons are prohibited paying revenue to Bajee Rao or his adherents, or assisting them in any shape. No reduction will be made from the revenue on account of such payments. Wuttundars, and other holders of land, are required to quit his standard and return to their villages within two months from this time. The zemindars will report the names of those who remain; and all who fail to appear in that time shall forfeit their lands, and shall be pursued without remission until they are entirely crushed.

All persons, whether belonging to the enemy or otherwise, who may attempt to lay waste the country or to plunder the roads, will be put to death whenever they are found.

Jah Bahadoor, one copy thereof has been delivered to the said Nawab, and the Nawab on his part has delivered one copy of the same duly executed by himself to the aforesaid gentleman, who engages to procure and deliver to His Highness a copy of the same from His Excellency the Governor-General, in every respect the counterpart to this executed by himself, after which the copy executed by the aforesaid gentleman shall be returned.

Signed, sealed, and exchanged at Hyderabad, 12th December, A. D. 1822, 27th Rubbee-ul-Awul, A. H. 1238.

The Nizam's Seal.

(Sd.) C. T. METCALFE. L. S.

„ HASTINGS.

„ J. ADAMS.

„ J. FENDALL.

„ J. H. HARINGTON.

Ratified by the Governor-General in Council at Fort William in Bengal this 31st day of December 1822.

(Sd.) GEORGE SWINTON,
Secretary to Government.

A.

Schedule of the districts formerly belonging to the Peishwa, and now transferred by the 4th Article of the annexed Treaty to His Highness the Nizam

Oomurtehair	Total .	5,69,275	8 0
Julgaum			
Wyezapoor Seorage . .			
Untoor „ . .			
22 Villages of Talook Rahis-bone Seornije . . .			
Dhabany Seorage . . .			
Detached Villages . . .			
Shewlee Peer . . .			
Hirpoor Talokah . . .			
Ghal Nandoor . . .			
Sundry Villages . . .			

B.

Schedule of the districts formerly belonging to the Rajah of Nagpore, and now transferred by the 5th Article of the annexed Treaty to His Highness the Nizam.

Akoal Argaum Wumais Bhatooly Kulkall	. .	3,25,000	8 0
Deduct the revenue of Moongaum held by Sreedhur Pundit and Jeswunt Rao Ramchunder, half of the village Belkhaira held by Jeswunt Rao Ramchunder.	. .	11,257	0 0
	Total .	3,13,743	8 0

C.

Schedule of the rights and possessions of His Highness the Nizam, situated on the west or right bank of the river Seena and within the district of Ahmednuggur, the whole of which are now transferred by the 7th Article of the annexed Treaty to the Honourable Company.

WEST OF THE SEENA.

In the pergunnah of Mohul, Circar of Purainda,—

The Kusbeh, etc.	Phool Chircholee.
Koorwullee, etc.	Wurwul.

Ram Higna, etc.

In the pergunnah of Raseen, Circar of Ahmednuggur,—

Koortee, etc.

In the pergunnah of Pandia, Circar of Pairgaum,—

Ahmednuggur.	Mentchgaum.
Saurergaum, etc.	Siraul, etc.

Loonee, etc.

In the pergunnah of Wangee, Circar of Purainda,—

Luhwa.	Kunder.
Krishbeh, etc.	Hitnowra.

In the pergunnah of Mundroop, Circar of Solapoor,—

Mundroop, etc.	Meeree, etc.

In the pergunah of Taimbhoornee, Circar of Puraindar,—

Ahola, etc.	Hutgaum.
Wuralee.	Kusbeh of Taimbhoornee.

In the pergunnah of Chumargoonda, Circar of Ahmednuggur,—

Paleywarree, etc.	Saitphut.
Kurgut.	Korygaum.
Koondaiza.	Ghautgaum, etc.

In the pergunnah of Kunywulleet, Circar of Ahmednuggur,—

Kusbeh of Nandnuj.	Amba Julgaum, etc.
Hurmulla.	Sogaum, etc.
Pargaum, etc.	Mamdgaum, etc.

In the pergunnah of Burdole, Circar and Soobah of Beejapoor,—

Tanklee, etc.	Part of the village of Mandra.
Jujjeesunnee, etc.	Codree Kunnoor.
Charchars, etc.	Choutee and other Ubwaubs granted to the Putwurdhuns.

In the pergunnah of Oondergaum, Circar of Purainda,—

Marra, etc.

In the pergunnah and Circar of Purainda,—

Koordoo and 19 other khalsa villages.	Oopla.
Badlonee and 11 other villages.	Papnass.

WITHIN THE DISTRICT OF AHMEDNUGGUR.

In the pergnnah of Kurwah —

Adulgaum.	Kolegaum.

In the pergunnah of Jamkhair,—

Kurdlah.	Sonegaum.
Jamkhair.	Sountany attached to the fort of Purainda.
Loney.	Dhurrungaum.
Punpulgaum	

In the turruff of Ranjungaum,—

Anguah.	Bhowsee.

In the talook of Khaim,—

Khaim.	Nimborry.

In the talook of Ahmednuggur,—

Kohrgaum.	Mandway.
Mreddurgaum.	Pargaum Kolhot.

Balwany.

In the pergunnah of Pangree,—

Bhatamray.	Chickroud.

In the Circar of Sungamnair,—

Rahlay.

In the pergunnah of Nawassa,—

Sallabutpoor.	Sooltanpore.
Boorhampore.	Kurmore.
Hingangaum.	Koontaphul.
Chanday.	Tondoolce.
Lohorwarry.	Sallut Wurgong.
Dairhgaum.	Dewallamy.
Moreguhan.	Wankkree.
Ballypoonduree,	Mallwany.
Neembgaum.	Nimbay.
Prowrah Sungum.	Prekargaum.
Pathewully.	Khandlay Khaddlay.
Koorneet Sengway.	Amulnair.

Total within the district of Ahmednuggur and on the west bank of the river Seena 4,31,785 3 0½

D.

Schedule of the participated rights and possessions of His Highness the Nizam situated on the east or left bank of the river Wurdah, and now ceded by His said Highness, according to the 8th Article of the annexed Treaty, for the purpose of being transferred to the Rajah of Nagpore.

In the pergunnah of Arwees,—
Circar of Gaweib.
In the pergunnah of Ashtee,—
Circar of Gaweil.
In the pergunnah of Amnair,—
Circar of Khavila.

Total . . 75,000 0 0

(Sd.) G. SWINTON,
Secretary to Government.

No. XV.

ENGAGEMENT OF 1831.

The friendship and union which have been so strongly and happily established from of old between the Honourable Company and the late Nawab Ausuph Jah Mozuffer-ool-Moomalik Nizam-ool-Moolk Nizam-ood-Dowlah Nawab Meer Ukbur Ali Khan Bahadoor Futteh Jung (whose soul is in Paradise) shall always continue on the same footing between His Highness Ausuph Jah Mozuffer-ool-Moomalik Nizam-ool-Moolk Nizam-ood-Dowlah Nawab Meer Furkhund Ali Khan Bahadoor, the eldest son and successor of the deceased Nawab, and the said Honourable Company.

All existing treaties, engagements, and relations that were contracted or established between the two States during the time of the late Nawabs

Nizam-ool-Moolk Nawab Meer Nazim Ali Khan Bahadoor, and Nizam-ool-Moolk Nawab Meer Ukbur Ali Khan Bahadoor, shall remain in full force to all intents and purposes; accordingly the Right Honourable the Governor General, on the part of the said Honourable Company, declares that the British officers are effectually bound by the engagements and treaties aforesaid, and that by the favour of God the stipulations of the said treaties and engagements shall be duly observed till the end of time. In assurance whereof the Governor-General has given in writing these few lines in the shape of an engagement.

Signed and sealed at Simla, on the twentieth day of September 1831, A. D., answering to the 13th Rubbee-oon-sanee 1247, A.H., and delivered in duplicate on the 17th day of October 1831, by Major J. Stewart, Resident at the Court of Hyderabad, to His Highness Nawab Ausuph Jah Mozuffer-ool-Moomalik Meer Furkhund Ali Khan Bahadoor Futteh Jung, Nizam of Hyderabad.

Governor-General's Seal.

(Sd.) W. BENTINCK.

„ H. T. PRINSEP, *Secretary.*

No. XVI.

TREATY with the NIZAM, dated the 21st May 1853.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, settled by COLONEL JOHN LOW, C.B., RESIDENT at the COURT of HIS HIGHNESS, by virtue of full powers to that effect vested in him by the MOST NOBLE JAMES ANDREW, MARQUIS OF DALHOUSIE, KNIGHT of the MOST ANCIENT and MOST NOBLE ORDER of the THISTLE, one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, and GOVERNOR-GENERAL, appointed by the HONOURABLE COMPANY, to direct and control all their affairs in the EAST INDIES.

Whereas friendship and union have subsisted for a length of time between the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, and have been cemented and strengthened by treaties of general defence and protection; and whereas in

the lapse of time many changes in the condition of Princes and neighbouring States have taken place, by reason of which it has now become expedient to revise the military arrangements that were formerly agreed upon for the fulfilment of the said Treaties; and whereas differences and discussions have for some time existed between the contracting parties regarding the adjustment of charges connected with portions of the military arrangements subsisting between the States; and whereas it is fit and proper, and for the mutual advantage of both powers, that such differences should now be finally settled, and that the recurrence of such discussions, which tend to disturb the friendship and harmony of the contracting parties, should effectually be prevented: wherefore the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor have agreed upon the following Articles of a Treaty between the States:—

ARTICLE 1.

The peace, union, and friendship so long subsisting between the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and agreements between the two States now in force, and not contrary to the tenor of this engagement, shall be cofirmed by it.

ARTICLE 2.

The subsidiary force, which for general defence and protection has been furnished by the Honourable East India Company to His Highness the Nizam, shall be continued, and shall consist, as heretofore, of not less than eight battalions of sepoys, and two regiments of cavalry, with their requisite complement of guns, and European artillerymen, fully equipped with warlike stores and ammunition.

Unless with the express consent of His Highness, there shall never be less than five regiments of infantry, and one of cavalry (with a due proportion of artillery) of the said subsidiary force stationed within the territories of His Highness, and the residue of such subsidiary force shall at all times be brought into His Highness's territories without delay, on His Highness making requisition therefor.

The said subsidiary force shall be employed when required to execute services of importance, such as protecting the persons of His Highness, his heirs and successors, and reducing to obedience all rebels and exciters of disturbance in His Highness's dominions; but it is not to be employed on trifling occasions, or like sebundee, to be stationed in the country to collect revenue.

ARTICLE 3.

The Honourable East India Company further agrees that in lieu of His Highness's present contingent, it shall maintain for His Highness, his

heirs and successors, an auxiliary force which shall be styled the "Hyderabad Contingent," according to the provisions for the maintenance of that force which are detailed in 6th Article of this Treaty.

It shall consist of not less than five thousand infantry and two thousand cavalry, with four field batteries of artillery. It shall be commanded by British officers fully equipped and disciplined and controlled by the British Government, through its representative the Resident at Hyderabad.

Whensoever the services of the said contingent may be required, they shall be afforded at all times to His Highness the Nizam, fully and promptly, throughout his whole dominions. If rebellion or disturbance shall be excited, or if the just claims and authority of His Highness shall be resisted, the said contingent, after the reality of the offence shall have been duly ascertained, shall be employed to reduce the offenders to submission.

ARTICLE 4.

As the interests of the two States have long been identified, it is further mutually agreed that if disturbances shall break out in the districts belonging to the Honourable East India Company, His Highness the Nizam shall permit such portions of the subsidiary force as may be requisite, to be employed in quelling the same within the said districts. In like manner, if disturbances shall break out in any part of His Highness's dominions contiguous to the territories of the Honourable East India Company, to which it might be inconvenient, owing to the distance from Hyderabad to detach any portion of the subsidiary force, the British Government, if required by His Highness the Nizam, shall direct such portions of its troops as may be most available to assist in quelling the disturbances within His Highness s dominions.

ARTICLE 5.

In the event of war His Highness the Nizam engages that the subsidiary force, joined by the Hyderabad Contingent, shall be employed in such manner as the British Government may consider best calculated for the purpose of opposing the enemy, provided that two battalions of sepoys shall always remain, as settled by former Treaties, near to the capital of Hyderabad ; and it is also hereby agreed that, excepting the said subsidiary and contingent forces, His Highness shall not under any circumstances be called upon to furnish any other troops whatsoever.

ARTICLE 6.

For the purpose of providing the regular monthly payment to the said contingent troops and payment of Appa Dessaye's chout, and the allowances to Muhiput Ram's family, and to certain Mahratta pensioners,

as guaranteed in 10th Article of the Treaty of 1822, and also for payment of the interest at six per cent. per annum of the debt due to the Honourable Company, so long as the principal of that debt shall remain unpaid, which debt now amounts to about fifty lakhs of Hyderabad Rupees the Nizam hereby agrees to assign the districts mentioned in the accompanying Schedule marked A, yielding an annual gross revenue of about fifty lakhs of Rupees, to the exclusive management of the British Resident for the time being at Hyderabad, and to such other officers, acting under his orders, as may from time to time be appointed by the Government of India to the charge of those districts.

ARTICLE 7.

By the 12th Article of the Treaty of 1800 the British Government can in time of war call upon that of His Highness the Nizam to furnish nine thousand cavalry and six thousand infantry to accompany the British troops in the field ; the present Hyderabad Contingent, which is to be maintained at all times (whether in peace or war), is accepted as an equivalent for the larger body of troops above specified to be furnished in time of war ; and it is accordingly hereby declared that the Nizam shall not be called upon at any time by the British Government to furnish any other troops but those of the subsidiary force and the Hyderabad Contingent, and that part of the 12th Article of the Treaty of 1800, which requires the Nizam to furnish nine thousand cavalry and six thousand infantry is accordingly hereby annulled.

ARTICLE 8.

The districts mentioned in Schedule A are to be transferred to Colonel Low, C.B., the Resident, immediately that the ratified Treaty shall be received from Calcutta ; and that officer engages on the part of the British Government, that the Resident at the Court of Hyderabad for the time being shall always render true and faithful accounts every year to the Nizam of the receipts and disbursements connected with the said districts, and make over any surplus revenue that may exist to His Highness, after the payment of the contingent and the other items detailed in Article 6 of this Treaty.

ARTICLE 9.

This Treaty, consisting of nine Articles, being this day concluded and settled by Colonel John Low, C.B., on behalf of the Honourable the English East India Company, with the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, Colonel Low has delivered one version thereof, in English and Persian, signed and sealed by himself, to the Nawab, who on his part has also delivered one copy of the same to Colonel Low, duly executed by His Highness ; and Colonel Low hereby engages to deliver a copy of the same

to His Highness the Nizam, duly ratified by the Governor-General in Council, within thirty days from this date.

Signed, sealed, and exchanged at Hyderabad, 21st May A. D. 1853, 12th Shaban A. H. 1269.

The initials of the Nizam.

The Seal of Colonel Low.

(Sd.) J. LOW, *Colonel,*
Resident at Hyderabad.

„ DALHOUSIE.

„ J. LOWIS.

„ J. DORIN.

Ratified by the Most Noble the Governor-General of India in Council at Fort William in Bengal on the 8th June 1853.

(Sd.) C. ALLEN,
Secy. to the Govt. of India.

A.

Schedule of Districts in Berar, Payen Ghat, the Raichore Doab, and borders of the Sholapore and Ahmednuggur Collectorates, Bombay Presidency, transferred to the management of the British Resident at Hyderabad, agreeably to the provisions of the 6th Article of the Treaty of 1853 (Fuslee 1263), entered into by the Honourable East India Company with His Highness the Nizam.

The Districts in Berar, Payen Ghat, transferred to British management are those lying to the north of the range of the hills which extends from Adjuntah on the west, to Woon, near the Wurdah, on the east. Any villages not named underneath, within the above-mentioned boundary, will be included

hereafter among those transferred to the management of the British Resident at Hyderabad—

PERGUNNAH.

Ankola	1,24,944
Dhianda	1,33,844
Baragaon	17,381
Thoogaon	61,425
Kurar Balughat	2,250
Posud ditto	17,158
Argaon	10,000
Nursee Balughat	73,129
Mahore ditto	14,360
Chichole ditto	12,722
Larkhair	4,556
Yawuk, *alias* Yawuth Mahal	2,287
Kulum	2,510
Chiknee	2,501
Mahagaon	11,370
Nargaon	975
Balagaon	8,750
Pundur Kowra	2,000
Bokshee Kheir	2,000
Wunmaidee	28,033
Munba	12,000
Boodnara Pooljee	32,068
Boonkee	2,702
Dhamodee, *alias* Dhamoree	18,923
Gooboo	6,000
Bowenbir	*14,000
Julka	*3,000
Seerala	10,000
Poosda	*5,000
Urgaon (small)	*1,500
Akote	77,000
Urgaon	1,25,000
Julgaon	97,000
Jamodee	35,155
Morsee	36,000
Pala	3,000
Malghat	15,000
Carried over	10,25,543

Brought forward	10,25,543
Dhoolghat	2,401
Soongaon	7,500
Moondgrum	1,500
Juroor	9,000
Karla	8,020
Bhailkheira	2,563
Oomrawutee	58 442
Pathore Shaikh Baboo	15,881
Barsee Taklee	12,076
Babun	3,881
Nandgaon	18,592
Pathooda	24,001
Punjur	16,682
Peepulgaon Raja	37,946
Buneirabeebee	37,759
Kolapoor	33,807
Thulagaon.	21,173
Tiktal	3,500
Lakpooree	2,401
Raoja	1,500
Buroor	90,394
Soorli	2,991
Unjingaon Baree	2,918
Seereeala. *alias* Teerala	7,014
Nowsaree	1,036
Bukee	1,468
Elichpoor	1,00,000
Kuruchgaon	1,00,000
Unjingaon	1,05,219
Dharoor	20,000
Akoli	*6,500
Bulgaon	*5,000
Budneragungaee	59,843
Punchgawar	30,371
Salood	23,912
Papoo, *alias* Papul	7,911
Carried over	19,08,745

PERGUNNAH—*concluded.*

Brought forward	19,08,745
Punjmahagaon	51,921
Reithpoor	61,710
Chinchono	11,139
Khed Beloora	14,910
Seeona	14,820
Baneda	17,855
Bathkolee	38,596
Pathrote	1,37,932
Malkheira	10,871
Palus Kheir	10,011
Sawurgaon Taklee	2,500
Neir Pursoopundit	8,360
Nandgaon Kazee	13,263
Davikota	3,226
Dhamunko	2,899
Parsolee	2,200
Manjurkheir	8 525
Oomrawutee Ranee	4,665
Hewur Kheir	22,601
Amnair	6,855
Sirisgaon	19,189
Danapoor	75,000
Manna	22,000
Girowlee	10,000
Carried over	24,79,793

Brought forward	24,79,793
Koorum	18,000
Moortuzapoor	45,000
Mungaloor Pir	40,000
Koora	45,000
Mungaloor Dustigeer	12,000
Kusba Korum Kheir, etc.	8,708
Dhumej, etc.	5,320
Assulgaon	10,105
Akote	9,000
Balapoor	2,41,275
Mulkapoor	51,319
Raichore	2,499
Rajoora	3,742
Rohenkheir	2,491
Chandore	20,727
Nandoora	9,846
Nundgaon	3,736
Jeypoor	4,146
Koklee	990
Devulghat	17,955
Darsangvee	6,159
Daria	17,436
Karinjabeebee	23,535
Karee Dhamini	14,297
Kamurgaon	2,230
Total Rs.	30,95,309

Deduct amount of personal jaghires marked thus*	35,000
Total Rs.	30,60,309

The above amount is exclusive of deh sadur, roosooms, muktas, yeomeeas, enams, and all charitable allowances, hitherto held, which will only be paid to the several claimants after they have established their rights by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's government.

Districts in the Raichore Doab transferred to the management of the British Resident, the boundaries of which are the river Krishna and Toombuddrah on the north, south, and east, and the Honourable Company's frontier belonging to the Bombay Presidency on the west. Any talookas or villages not named underneath, within the above-mentioned boundary, will be included hereafter among those transferred to the management of the British Resident at Hyderabad.

Pergunnah Deodoorg, etc., and the talooka of Kadloor, etc.	. . .	1,07,872
The Gudwal Peshkush		1,15,000
Pergunnah Huvellee, Raichore, etc., Mahalat		3,95,380
Ditto Kanghery, etc., and Gooboor and Tharana		2,22,280
Ditto Koopul, etc.		1,84,887
Ditto Moodkee and Moodgul		59,063
Ditto Gungawuttee		66,860
	Total Rs.	11,51,342

No claims in these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to roosooms, muktas, yeomeeas, enams, and all charitable allowances.

Districts on His Highness's Western Frontier bordering on the Honourable Company's Bombay Collectorates of Ahmednuggur and Sholapore.

I.—The sixteen villages in the Beer district, on the boundaries of the Jamkhair talooka, in the Honourable Company's territory, namely:—

	Revenue. Rs.	a.	p.
Karégaon	902	11	3
Hutola	773	14	6
Khoptee	574	5	6
Bhudkul	740	5	6
Morala	1,595	13	0
Meenda	374	7	0
Warjur	1189	0	0
Roopoor	104	8	6
Kotun	1,965	4	0
Carried over	8,220	5	3

	Revenue. Rs.	a.	p.
Brought forward	8,220	5	3
Seerapoor Dhomala	1,417	15	0
Bitelha	1,452	3	9
Bawee	505	0	0
Jam	292	0	0
Vurnee	624	3	0
Madmapoor	232	10	0
Vadoli	436	11	0
Total Rs.	13,181	0	0

II.—All the villages in the districts of—

Katee.	Nuldoorg.
Mardee.	Tooljapoor.
Peranda.	Lohara.
Dharaseo.	Gunjotee.
Bhoom.	Alund.
Kullum.	Afzulpore.
Latoor.	

And which districts are within the boundaries on the north and east of the Manjira, on the west on the Honourable Company's territory in the Ahmednuggur and Sholapore Collectorates of the Bombay Presidency, on the south of the Bheema, and on the east in as direct a line as can possibly be drawn between the town of Nittoor on the Manjira, and Afzulpore on the Bheema, yielding a gross revenue of about eight lakhs of Rupees per annum, exclusive of personal jaghires, yeomeeas, roosooms, and charitable allowances.

No claims on these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to roosooms, yeomeeas, enams, and all charitable allowances.

The talookas detailed hereafter, belonging to Surf-i-Khas, and the noblemen mentioned underneath, will be left to the revenue management of the officers appointed for that purpose by the Hyderabad Government.

BERAR.

Surf-i-khas Talookas.

Budnera Gungaee	59,843	Brought forward	2,35,668
Puchgohan	30,371	Chinchona	11,139
Salood	23,912	Khedbelloora	14,910
Papoo *alias* Papul	7,911	Seeona	14,820
Punj Mahagaon	51,921	Bunoda	17,855
Reithporo	61,710	Bath Kolee	38,596
		Pathrot	1,37,932
Carried over	2,35,668	Malkheira	10,871
		Palas Kheira	10,011
		Total	4,91,802

Jaghire Talookas belonging to Seraj-ool-Moolk Bahadoor.

Dhureeapoor	75,000	Brought forward	1,25,000
Manna	22,000	Moortezapoor	45,000
Garowlee	10,000	Mungaloor Dustigeer	12,000
Koorum	18,000	Mungaloor Pir	40,000
		Kora	45,000
Carried over	1,25,000	Total	2,67,000

DOAB TALOOKAS.

Belonging to Surf-i-khas.

Mooshkee and Moodgul	59,063
Total Rupee	8,17,865

Talookas on the west of His Highness the Nizam's Territories, bordering on the Collectorates of Ahmednuggur and Sholapore.

Surf-i-khas.

Villages in the Lohara Talooka.
" " Gunjotee "
" " Alund "
Shums-ool-Oomrah Bahadoor's Talooka of Afzulpur.

In lieu of the deficiency in the originally estimated value of the western districts bordering on the Sholapore and Ahmednuggur Collectorates, transferred to British management, also in lieu of certain Surf-i-khas villages in the Valley of Berar, inserted in the preceding lists, and the jaghire of Bhom, belonging to Rajah Urjoon Bahadoor, all as detailed below.

DETAIL.

Deficiency in the estimated amount of gross revenue in the Western Districts ...		4,58,506
SURF-I-KHAS.		
Names of Villages.		
Pandarkoora	2,000	
Mombhar	12,000	
Pergunnah Budnara Pooljee	32,068	
Savurgaon Taklee	2,500	
		48,568
Pergunnah Bhom, Rajah Urjoon Bahadoor ...		41,100
Rupees ...		5,48,174

His Highness the Nizam transferred to the management of the British Resident at Hyderabad the talookas mentioned underneath in the Province of Balaghat, Berar.

List.	Rs.
Pergunnah Mehkur	38,339
Ditto Sindkhair	17,588
Ditto Mulkapoor Pangree	11,350
Ditto Seoolee	13,451
Ditto Lonhar	8,937
Ditto Wakhud	5,159
Ditto Gatpooree	6,279
Ditto Karoomatergaon	7,511
Ditto Futeh Khelda	27,666
Muoje Kopta	722
Kusba Dondgaon	4,109
Sayur, etc., of the above Mahalat	7,563
Pergunnah Bássim	60,891
Ditto Ounda	20,197
Ditto Sirpoor	22,857
Mouza Moongla	1,286
Pergunnah Kulumnooree	38,770
Ditto Oomurkhair	89,208
Ditto Tamsa	15,054
Ditto Munnata	8,171
Ditto Sewala	24,515
Ditto Patchlagaon	8,470
Ditto Nandapoor { 10,981 / 15,619 }	26,600
Kusba Seogaon	1,731
Muoje Chickultana, Pergunnah Chartana	829
Ditto Dawulgaon, Pergunnah Lohgaon	1,848
Ditto Ursolee, and other villages, Pergunnah Kooror	5,142
Muoje Dhar	8,012
Ditto Leh, etc.	1,869
Ditto Koorurgaon.	5,000
Ditto Salapoor, Pergunnah Patree	14,000
Villages in the Pergunnah of Kurar	6,656
Ditto Talooka Kurar	6,000
Mouza Chandoor, Pergunnah Sirpoor	438
Ditto Untolee, and other villages of Pergunnah Chintoo	4,895
Ditto Davulgaon, Pergunnah Sindkhair	2,345
Pergunnah Unsing	6,159
Ditto Keesoor	12,257
Ditto Darsoor, with villages	6,079
Mouza Kunaut	650
Total	5,48,601

List of Pergunnahs, Kusbas, and Muojes in Balaghat, Berar, agreeably to their estimated value in Schedule A. of a Treaty between the Honourable East India Company and His Highness the Nizam, ratified on the 13th June 1853, which have been restored to His Highness the Nizam's immediate authority in accordance with instructions conveyed in a despatch from the Government of India, No. 4409, dated the 18th of October 1853.

	Rs.
Pergunnah Oomur Khair	89,208
Ditto Kulumnooree	38,770
Ditto Nandapoor	26,600
Ditto Sewala	24,515
Ditto Ounda	20,197
Ditto Tamsa	15,055
Ditto Munnata	8,171
Ditto Chicole	12,722
Ditto Mahagaon	11,370
Ditto Patchlagaon	8,470
Muoje Dhar	8,012
Ditto Leh, etc.	1,867
Kusba Seogaon	1,731
Pergunnah Kurar	2,250
Villages, Pergunnah Kurar	6,656
Ditto Talooka Kurar	6,000
Muoje Salapoor, Pergunnah Patree	14,000
Ditto Koorurgaon	5,000
Ditto Untolee, and other villages of Pergunnah Chintore	4,805
Ditto Chickultana, Pergunnah Chartana	829
Ditto Ursolee, and other villages of Pergunnah Kooror	5,142
Ditto Moongla, Pergunnah Sirpoor	1,286
Ditto Chandoor ditto	438
Total	3,13,183

Dated at Hyderabad, 22nd November 1853 (20th Suffur 1270).

(Sd.) C. DAVIDSON,

Officiating Resident.

NO. XVII.

SUPPLEMENTAL TREATY between HER MAJESTY the QUEEN of GREAT BRITAIN on the one part, and HIS HIGHNESS the NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MULK AUSUPH JAH BAHADOOR, on the other part, settled by LIEUTENANT-COLONEL CUTHBERT DAVIDSON, C.B., RESIDENT at the COURT of HIS HIGHNESS, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the RIGHT HONOURABLE CHARLES JOHN, EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL OF INDIA, and one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL—1860.

Whereas it will be for the convenience of both the contracting parties to the Treaty of 1853 and will simplify the relations of the two Governments, if certain modifications of that Treaty are made, and whereas certain matters not dealt with in that Treaty call for adjustment between the two contracting parties, and whereas it is the desire of the Governor-General in Council to give all possible solemnity to certain acts marking the high esteem in which His Highness the Nizam is held by Her Majesty the Queen, therefore the following Articles have been agreed upon and determined between the Viceroy and Governor-General on behalf of Her Majesty, and the Nawab Ufzul-ood-Dowlah Nizam-ool-Moolk Ausuph Jah Bahadoor.

ARTICLE 1.

All Treaties and engagements between the two States and not contrary to the tenor of this engagement are hereby confirmed by it.

ARTICLE 2.

The Viceroy and Governor-General in Council cedes to His Highness the Nizam in full sovereignty the territory of Shorapore.

ARTICLE 3.

The debt of about fifty (50) lakhs of Hyderabad Rupees due by the Nizam to the British Government is hereby cancelled.

ARTICLE 4.

His Highness the Nizam agrees to forego all demand for an account of the receipts and expenditure of the Assigned Districts for the past, present or future. But the British Government will pay to His Highness any surplus that may hereafter accrue after defraying all charges under Article 6 and all future expenses of administration, the amount of such expenses being entirely at the discretion of the British Government.

ARTICLE 5.

The Viceroy and Governor-General in Council restores to His Highness the Nizam all the Assigned Districts in the Raichore Doab, and on the western frontier of the dominions of His Highness adjoining the Collectorate of Ahmednuggur and Sholapore.

ARTICLE 6.

The districts in Berar already assigned to the British Government under the Treaty of 1853, together with all the Surf-i-Khas talooks comprised therein, and such additional districts adjoining thereto as will suffice to make up a present annual gross revenue of thirty-two (32) lakhs of Rupees currency of the British Government, shall be held by the British Government in trust for the payment of the troops of the Hyderabad Contingent, Appa Dessaye's chout, the allowance to Mohiput Ram's family, and certain pensions mentioned in Article 6 of the said Treaty.

ARTICLE 7.

The Surf-i-Khas talooks and additional districts mentioned in the foregoing Article are to be transferred to the Resident as soon as this Treaty is ratified.

ARTICLE 8.

His Highness the Nizam cedes to the British Government in full sovereignty all the possessions of His Highness on the left bank of the river Godavery and of the river Wyne Gungah above the confluence of the two rivers, *viz.*, the talooks of Rakapilly, Buddrachellum, Cherla, Albaka, Noogoor, and Sironcha.

ARTICLE 9.

The navigation of the river Godavery and its tributaries, so far as they form the boundary between the two States, shall be free, and no customs duties or other cesses shall be levied by either of the two contracting parties, or by the subjects of either, on goods passing up or down the aforesaid rivers.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day concluded and settled by Lieutenant-Colonel Cuthbert Davidson, C.B., on behalf of the Viceroy and Governor General of India, with the Nawab Ufzul-ood-Dowlah Nizam-ool-Moolk Ausuph Jah Bahadoor, Lieutenant-Colonel Cuthbert Davidson has delivered one version thereof in English and Persian, signed and sealed by himself, to the Nawab, who on his part has also delivered one copy of the same to Lieutenant-Colonel Davidson duly executed by His Highness; and Lieutenant-Colonel Davidson hereby engages to deliver a copy of the same to His Highness the Nizam duly ratified by the Viceroy and Governor-General within thirty days from this date, when this copy herewith signed and sealed by the British Resident will be returned.

Signed, sealed, and exchanged at Hyderabad on the twenty-sixth day of December, A. D. 1860, 12th Jummadee-sanee 1277 Hegira.

Seal. (Sd.) CUTHBERT DAVIDSON,
Resident.

Seal. (Sd.) CANNING.

Ratified by His Excellency the Viceroy and Governor-General of India, in Camp at Amerpattan, on the 31st day of December 1860.

(Sd.) A. R. YOUNG,
Offg. Secy. to the Govt. of India.

No. XVIII.

TRANSLATION of a NOTE from the MINISTER to the RESIDENT, dated 13th August 1860 = 24th Mohurrum 1277.

Your note of yesterday's date, No. 1216, regarding land required for the Railway and Irrigation Companies in the Raichore Doab District has been received. Agreeably to your proposal the lands requisite for the above purposes between Pangtoor and Kurnool, and in the Moodgul District, will be granted by this Circar if the Raichore Doab is restored to His Highness. I beg to add that all cowls and agreements which have been entered into by the District Officers in the districts will be adhered to and respected during the period which they have yet to run.

No. XIX.

Seal.

TRANSLATION of a SUNNUD from the NIZAM'S GOVERNMENT, dated 30th Zehidge 1277 Hegi ra (10th July 1861).

Whereas many Europeans, foreigners and others, descendants of Europeans, and born in India, are resident in the territory of His Highness the Nizam; and as disturbances arise amongst themselves and the inhabitants of the said territory; it is hereby made known by the Nizam's Government that, in the event of any dissension or dispute arising among the classes aforenamed within the said territory, except those employed by this Circar and its dependants, the Resident at Hyderabad, or other officer or officers whom he may from time to time consider it desirable to vest with the same, shall be empowered to enquire into and punish any such offences.

No. XX.

ADOPTION SUNNUD granted to HIS HIGHNESS THE NIZAM OF HYDERABAD—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be

perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that on failure of natural heirs any succession to the Government of your State, which may be legitimate according to Mahomedan law, will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements which record its obligations to the British Government.

Dated 11th March 1862. (Sd.) CANNING.

No. XXI.

EXTRADITION TREATY between HER MAJESTY the QUEEN of GREAT BRITAIN and HIS HIGHNESS THE NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MOOLK ASUF JAH BAHADOOR, G.C.S.I., executed by RICHARD TEMPLE, ESQ., C.S.I., RESIDENT at the COURT of HYDERABAD, by virtue of full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, on the one part, and SIR SALAR JUNG MOOKHTAR-OOL-MOOLK BAHADOOR, K.C.S.I., by virtue of full powers vested in him by HIS HIGHNESS the NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MOOLK ASUF JAH BAHADOOR, G.C.S.I., on the other part—1867.

ARTICLE 1.

The two Governments hereby agree to act upon a system of strict reciprocity, as hereinafter mentioned.

ARTICLE 2.

Neither Government shall be bound in any case to surrender any person not being a subject of the Government making the requisition. If the person claimed should be of doubtful nationality, he shall, with a view to promote the ends of justice, be surrendered to the Government making the requisition.

ARTICLE 3.

Neither Government shall be bound to deliver up debtors or civil offenders, or any person charged with any offence not specified in Artice 4.

ARTICLE 4.

Subject to the above limitations, any person who shall be charged with having committed within the territories belonging to, or administered by, the Government making the requisition any of the undermentioned offences, and who shall be found within the territories of the other, shall be surrendered:—The offences* are, mutiny, rebellion, murder, attempting to murder, rape, great personal violence, maiming, dacoity, thuggee, robbery, burglary, knowingly receiving property obtained by dacoity, robbery, or burglary, thefts of property exceeding 100 Rupees in value, cattle-stealing, breaking and entering a dwelling-house and stealing therein, setting fire to a village, house, or town, forgery, or uttering forged documents, counterfeiting current coin, knowingly uttering base or counterfeit coin, embezzlement, whether by public officers or other persons, and being an accessory to any of the abovementioned offences.

ARTICLE 5.

In no case shall either Government be bound to surrender any person accused of any offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 6.

The above Treaty shall continue in force until either one or the other of the high contracting parties shall give notice to the other of its wish to terminate it, and no longer.

ARTICLE 7.

All existing engagements and agreements shall continue in full force.

Signed, sealed, and exchanged at Hyderabad on the eighth day of May in the year of our Lord one thousand eight hundred and sixty-seven.

Mookhtar-ool-Moolk.

(Sd.) R. TEMPLE,
Resident.

Ratified this day.

(Sd.) JOHN LAWRENCE,
Governor-General.

SIMLA;
The 25th May 1867.

(Sd.) W. MUIR,
Secy. to Govt., Foreign Dept.

*The offence of kidnapping and abduction was subsequently added to this list in correspondence with the Nizam's Government (see letter from Resident, Hyderabad, No. 133, dated 18th March 1884).

No. XXII.

AGREEMENT made between HIS HIGHNESS the NIZAM and the GOVERNMENT of INDIA—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 25th May 1867 between the British Government and the Hyderabad State; and whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Hyderabad State has been found by experience to be less simple and effective than the procedure prescribed by the law as to extradition of offenders in force in British India; it is hereby agreed between the British Government and the Hyderabad State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Hyderabad State, but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Hyderabad, Deccan, on the twenty-first day of July one thousand eight hundred and eighty-seven.

(Sd.) MIR MAHBOOB ALI KHAN.

„ J. G. CORDERY,

British Resident at Hyderabad.

„ DUFFERIN,

Viceroy and Governor-General of India.

This Agreement was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the twelfth day of September A. D. one thousand eight hundred and eighty-seven.

(Sd.) H. M. DURAND,

Secy. to the Govt. of India, Foreign Department.

No. XXIII.

MEMORANDUM of TERMS of an AGREEMENT entered into between the BRITISH GOVERNMENT and the GOVERNMENT of HIS HIGHNESS the NIZAM for the construction of a RAILWAY from the GREAT INDIAN PENINSULAR RAILWAY near GOOLBURGA to HYDERABAD—1870.

The Government of the Nizam will, with the aid of the shareholders in the Railway, as already arranged, provide all the capital required for

the construction, maintenance and working of the Railway, including provision of land and payment of necessary compensation, survey, and so forth, the whole cost of which is now estimated at about one crore of British Rupees, the supply of all requisite rolling-stock and other equipments being included.

2. The British Government engages to construct and manage the Railway through the Resident at Hyderabad in behalf of the Nizam's Government on the following conditions.

3. The preparation of the project for the Railway, and the estimates which have been already begun, shall be completed as soon as practicable, under the orders of the Resident. The plans and estimates shall be submitted for the consideration of the Minister of the Nizam, who shall be at liberty to offer his opinions and suggestions thereon. The Resident will forward the project and estimate with the remarks of the Minister and his own opinions to the Government of India, which will determine all questions arising as to the proposals put forward.

4. The Resident will commonly correspond direct with the Government of India and issue any needful orders as to the Railway as occasion may arise. But on matters of importance he will not refer to the Government of India or issue orders, unless in case of great urgency, without consulting the Minister, who will promptly express his opinion on the question at issue. The Minister will also at all times communicate to the Resident on any matter relating to the Railway to which he shall desire to draw attention. All such communications and their results shall be reduced to writing and recorded.

5. The Nizam's Government will not issue any orders regarding the Railway to any officers or servants employed on the line, but all necessary communications will be made through the Resident or such officers as he shall appoint for this purpose. Summonses will be dealt with as is usual in such cases.

6. The Resident in carrying out the business connected with the Railway will exercise the same control over the Engineers and other persons employed on it as he exercises over other officers and persons employed in like duties within his administrative jurisdiction.

7. All the Engineers and other persons employed on the Railway will be appointed under the Resident or by him in the manner customary in the Public Works Department, but they shall be regarded as servants of the Nizam's Government. The employment of all Europeans will be subject to the reservations made in the Treaties between the two Governments, and European British subjects employed on the Railway will be dealt with in accordance with the rules existing from time to time for dealing with such persons in Foreign States.

8. Any persons in the regular service of the British Government transferred for employment on the Railway shall have preserved to them the claims for leave, absentee allowances and pension, etc., which they had while in the service of the British Government, and the Nizam's Govern-

ment will make suitable arrangements to meet the payments for salaries and a proper proportionate contribution for leave, allowances and pensions of such persons.

9. The Railway Police shall be established on the same system as on the part of the Great Indian Peninsular Railway in the Nizam's territories, and shall be placed under the general control and direction of the Resident.

10. The general Railway Act applicable to Railways in British India shall be made applicable to the Railway and its management as far as circumstances will admit.

11. Regular yearly or half-yearly Judicial Returns of all cases dealt with in connection with the Railway shall be furnished to the Minister.

12. The accounts of the construction and working of the Railway shall be kept in Halee Sicca currency, and in the general manner adopted on the Railways of the British Government. Half-yearly accounts will be furnished to the Minister in such form as shall be agreed between him and the Resident.

13. Half-yearly or yearly Returns of the working of the Railway and of the traffic will be prepared as customary on British Railways and furnished to the Minister together with the income, whatever it may be, every six months, the Minister advancing from time to time such sums as the Resident may require for the payment of establishments and the maintenance and working of the Railway.

14. The stores and materials obtained from England for the Railway will be charged to the Nizam's Government on the same system that is followed in making similar charges for the Railways of the British Government; and the payments will be held to be due when the charges are so made in the accounts. The payments will be made at Hyderabad at the ordinary rate of exchange fixed from time to time for other transactions between the two Governments, or hoondees for the amount will be granted by the Nizam's Government on such places as may be deemed requisite.

15. A yearly or half-yearly estimate of the requirements of cash for the Railway shall be communicated at suitable times to the Minister, who will make needful arrangements for the supply of funds at convenient places along the line; and no demand for a supply of money will be made in excess of the estimated amount for each period.

16. The Railway will be called the Nizam's State Railway. It will be the exclusive property of the Nizam's Government, which will receive all the profits derived from the working.

17. The Engineer who holds the appointment of Secretary in the Public Works Department of the Nizam's Government will be at liberty to inspect all the works of the Railway at all times, and all reasonable facilities shall be given to him in such inspections for ascertaining how the works are being constructed and the Railway worked.

18. The Troops, Military Stores, and Police of both Governments shall be carried on the Railway on the same general terms and system as are in force on Railways in British India.

19. The Mails of both Governments will be carried free on the Railway and the arrangements for the postal service shall be regulated as nearly as possible as on Railways in British India.

20. It shall be left to the British Government to decide whether they will construct the Telegraph along the Railway at their own cost, and so work it, or whether it shall form part of the Railway. But under any circumstances so many wires shall be secured for the use of the Railway as are required for the proper working of the traffic, the Nizam's Government in such a case bearing a proper proportionate share of the cost of maintenance and working.

21. This agreement may be modified at any time by mutual consent.

Muktar-ul-Moolk.	Shums-ul-Umra Kabeer.

(Sd.) C. B. SAUNDERS,

Resident at Hyderabad.

Dated 19th May 1870, corresponding to 17th Safar 1287 Hijree.

MEMORANDUM of ALTERATIONS in the AGREEMENT between the two GOVERNMENTS for construction of STATE RAILWAY.

Heading.—No alterations.

Paragraph 1.—Addition after * * the Nizam will "with the aid of the shareholders in the Railway, as already arranged," provide * *. Addition after * * for the construction, "maintenance and working" of the Railway * * *.

Paragraph 2.—No alterations.

Paragraph 3.—Ditto.

Paragraph 4.—Ditto.

Paragraph 5.—Ditto.

Paragraph 6.—Ditto.

Paragraph 7.—Ditto.

Paragraph 8.—Addition after * * * allowances and pension, etc., which * *.

Paragraph 9.—No alterations.

Paragraph 10.—Ditto.

Paragraph 11.—Ditto.

Paragraph 12.—Ditto.

Paragraph 13.—Addition after * * * furnished to the Minister "together with the income, whatever it may be, every six months, the Minister advancing from time to time such sums as the Resident may require for the payment of establishments and the maintenance and working of the Railway."

Paragraph 14.—Addition after * * * between the two Governments "or hoondees for the amount will be granted by the Nizam's Government on such places as may be deemed requisite."

Paragraph 15.—No alterations.

Paragraph 16.—Ditto.

Paragraph 17.—Ditto.

Paragraph 18.—Ditto.

Paragraph 19.—Ditto.

Paragraph 20.—Expunged after * * * maintenance and "and of interest on first cost."

Paragraph 21.—No alterations.

(Sd.) C. B. SAUNDERS,
Resident.

The 30th May 1870.

No. XXIV.

TRANSLATION of a LETTER from HIS HIGHNESS the NIZAM'S MINISTER to the RESIDENT at HYDERABAD, No. 3805, dated 11th November 1871.

I beg to acknowledge the receipt of your letter No. 2590, dated 3rd November 1871, containing expressions of friendship and assurance. The former circumstances to which you have been pleased to allude are all strictly true, because exchanges of villages could not be effected without obtaining the orders of His late Highness Afzal-ud-Dowlah, and I was not able, without information of all points, to make solicitations on any subject. By means of Mr. Cordery's letter preliminary arrangements were made for ascertaining, through the action of the boundary settlement, the circumstances and condition of the villages requiring to be exchanged; and now both Shams-ul-Umara Ameer-i-Kabeer Bahadur and myself are prepared to have, as suggested by you, the Berar boundary rectified.

2. With reference to the 13th paragraph of your letter containing an allusion to certain apprehensions to which I gave expression in conversation

with Major Tweedie, you may rest assured that no apprehensions in regard to the settlement of the boundary or any such arrangement emanating from yourself were entertained by me ; because the boundary settlement, being conducive only to good administration, cannot give rise to any apprehensions. The only doubt entertained by me was that in the absence of any preliminary explanation the exchange of unassigned for assigned territory would result in difficulties in the event of Berar being returned to this Government. Otherwise there is not the least doubt in regard to any arrangement made by the British Government. On the contrary, it is a matter of certainty that any advice given by the British Government is for the advantage of this Government, since the former is, and always will be, a supporter of the latter.

3. All the explanation that has been considered necessary has now been given by me. I have also to acknowledge the receipt of all your kind letters. There seem to be no objections to carrying out the arrangements proposed by Talookdar Khorshedjee and Mr. Hobson. On receipt of sanction from His Excellency the Viceroy, I will issue orders for the exchange ; but even should you wish the exchange to be effected at once, the Nizam's Government are in a position to issue the necessary orders.

4. This Government binds itself to respect all concessions granted by the British Government during their administration of the said tracts.

5. In conclusion, I have much pleasure in bringing to your notice the good services of Mr. Hobson, the Revenue Officer deputed for this work, who personally undertook the trouble of drawing up the necessary maps, and supplying our Talookdar, Khorshedjee, for record in my Office, with copies and for all kindness shown him while engaged in this work. I would therefore request that you will kindly convey the special thanks of the Nizam's Government to that officer. All English papers connected with the subject will be returned, after copies of them have been taken, together with the maps.

List of Land and Villages affected by proposed transfers.

Land and Villages now under Assignment, and proposed to be transferred.

Number and name of village.	Name of talook.	Name of pergunnah.	Standard rent-roll of village in Rupees.	Total area in acres.	Uncultivable in acres.	Cultivable in acres.	Cultivated in acres.	Revenue of cultivation in Rupees.	Extra revenue in Rupees.	Total revenue in Rupees.	Population.	Remarks.
1. Pimpulwaddy	Mulkapoor	Rohenkhed	411	854	72	782	169	129	1	130	131	
2. Shingiri	Mehkur	Mulkapoor	1,274	2,414	332	2,081	1,783	807	60	867	231	
3. Ankurwal	Ditto	Sindkheir	444	609	35	574	373	246	18	264	86	
4. Jeypoor	Ditto	Lonar	1,899	3,199	295	2,905	2,238	991	73	1,064	511	
5. Yerindishwur	Ditto	Mulkapoor	496	1,153	25	1,127	1 105	487	36	523	102	
6. Kokassur	Ditto	Ditto	345	949	105	843	441	184	14	198	75	
7. Pokri	Ditto	Ditto	620	1,715	288	1,425	715	404	30	434	163	
8. Bhugoti	Bassim	Bassim	...	...	...	...	1,418	974	88	1,062	...	Land.
9. Tapwun	Ditto	Ditto	...	...	...	...	482	308	26	334	...	Ditto.
10. Garkhed	Ditto	Ditto	...	...	...	...	356	155	13	168	...	Ditto.
11. Pimpri	Ditto	Ditto	223	1,621	838	783	676	394	46	440	309	
12. Brahmunwaddy	Ditto	Ditto	407	787	182	605	505	260	22	282	153	
13. Malsheloo	Ditto	Ditto	295	1,807	488	1,319	1,309	786	70	856	281	
14. Jeypoor	Ditto	Ditto	413	1,083	105	978	659	399	34	433	250	
15. Phallegaon	Ditto	Ditto	643	2,099	641	1,458	1,105	754	63	817	1,919	
16. Burkuddi	Ditto	Ditto	180	600	135	465	465	355	25	380	69	
17. Yekamba	Ditto	Ditto	354	909	214	695	617	365	31	396	153	
18. Kunnairgaon	Ditto	Ditto	369	1,574	719	855	577	453	39	492	206	
19. Waddeewunna	Ditto	Ditto	95	723	489	234	156	101	10	111	15	
20. Pangurkhad	Ditto	Ditto	62	528	346	182	99	61	7	68	50	
21. Wanjola	Ditto	Ditto	376	2,950	1,518	1,432	605	365	40	405	155	
22. Belloora	Ditto	Ditto	1,010	2,584	1,084	1,500	640	557	27	584	190	Jaghire.
23. Chinchala	Ditto	Ditto	95	2,304	1,065	1 239	802	405	30	435	82	
24. Khundhalla	Ditto	Ditto	318	3,644	1,667	1,977	1,947	763	63	826	399	
25. Malhewra	Ditto	Ditto	55	3,849	2,826	1 023	934	350	31	381	437	
26. Kapoorkhed	Ditto	Ditto	98	615	430	185	157	89	8	97	44	
27. Limbhalla	Ditto	Ditto	69	840	402	438	396	259	22	281	207	

28. Dhingi	Ditto	Ditto	97	1,223	653	570	436	232	20	252	240	
29. Kurda	Ditto	Ditto	291	762	103	659	649	534	46	580	202	
30. Shirsum Khoord	Ditto	Ditto	107	1,502	452	1,050	492	160	15	175	113	
31. Do. Buzoorg	Ditto	Ditto	370	3,288	2,196	1,092	1,092	745	63	808	618	
32. Hirdi	Ditto	Ditto	193	1,094	190	904	831	364	31	395	222	
33. Lorthalla	Ditto	Ditto	66	606	31	575	546	498	42	540	281	
34. Dhanapoor	Ditto	Ditto	89	507	164	343	339	184	24	208	133	
35. Songuovan	Ditto	Ditto	248	1,129	669	460	386	154	14	168	33	
36. Bhut Saongi	Ditto	Ditto	80	904	426	478	238	132	17	149	163	
37. Phtoada	Ditto	Ditto	65	676	399	277	161	90	8	98	87	
38. Dhotra	Ditto	Ditto	114	765	407	358	279	84	10	94	162	
39. Digrus	Ditto	Ditto	129	2,299	1,255	1,044	734	285	25	310	240	
40. Toorung Saongi	Ditto	Ditto	153	548	85	463	318	204	20	224	183	
41. Oomri Dhall	Ditto	Ditto	97	840	350	490	429	154	16	170	148	
42. Pullaswun	Ditto	Ditto	129	900	429	471	432	214	21	235	261	
43. Khanapoor	Ditto	Ditto	26	912	717	195	113	68	6	74	87	
44. Ehuldurri	Ditto	Ditto	131	1,543	1,218	325	216	89	9	98	...	
45. Savorgaon	Ditto	Ditto	32	1,543	1,285	258	152	56	7	63	170	
46. Sandas	Ditto	Ditto	58	442	271	171	109	53	3	56	25	
47. Nimbi	Ditto	Ditto	180	420	174	246	157	65	9	74	171	
48. Lohara	Ditto	Ditto	131	1,543	1,308	235	193	56	5	61	217	
49. Pimpuldurri	Ditto	Ditto	157	253	48	205	187	111	10	121	176	
50. Wurari	Poosud	Kulumnoori	...	...	...	609	378	106	3	109	...	Land.
51. Esapoor	Ditto	Ditto	564	1,413	121	1,292	956	364	9	373	256	
52. Soohili	Ditto	Ditto	...	...	...	...	65	65	...	65	...	Land.
53. Waki	Ditto	Ditto	...	...	...	1,349	1,349	718	26	744	...	Ditto.
54. Munola	Ditto	Ditto	...	...	...	372	367	340	8	348	...	Ditto.
55. Chincholi	Ditto	Oomurkhed	...	...	...	...	49	44	...	44	...	Ditto.
56. Kurrooj Buzoorg	Ditto	Ditto	...	...	...	...	10	16	...	16	...	Ditto.
57. Karkhed	Ditto	Ditto	...	...	...	...	72	76	...	76	...	Ditto.
58. Kap	Yeothmal	Sindkheir	...	...	...	498	198	55	...	55	...	Ditto.
59. Pokri	Mehkur	Ditto	1,032	1,320	124	1,196	774	464	34	498	152	
60. Koombiphul	Ditto	Ditto	707	662	34	628	500	572	42	614	217	
61. Shiral	Ditto	Ditto	1,017	2,361	125	2,236	719	354	26	380	172	
62. Satephul	Ditto	Ditto	2,638	4,422	270	4,152	1,787	1,148	86	1,234	372	
			19,146	73,287	27,805	48,306	36,542	20,255	2,582	21,833	11,319	
	Deduct Jaghire		1,010	2,584	1,084	1,500	640	557	27	580	190	
			18,136	70,703	26,721	46,806	35,902	19,698	2,555	21,253	11,129	

List of Land and Villages affected by proposed transfers.

Land and Villages not now under Assignment, and proposed to be transferred.

Number and name of village.	Name of talook.	Name of pergunnah.	Standard rent-roll of village in Rupees.	Total area in acres.	Uncultivable in acres.	Cultivable in acres.	Cultivated in acres.	Revenue of cultivation in Rupees.	Extra revenue in Rupees.	Total revenue in Rupees.	Population.	Remarks.
1. Shingaon	Jafferabad	Jafferabad	4,367	16,200	1,600	14,600	14,600	4,181	236	4,417	694	Jaghire.
2. Pangri	Ditto	Ditto	2,329	5,280	...	...	...	1 301	315	1,616	209	Ditto.
3. Pimpulgaon	Ditto	Ditto	1,763	7,770	770	7,000	7,000	839	345	1,184	139	Ditto.
4. Golegaon	Jaulnah	Shinkhed	1 183	2,302	1,960	342	342	642	55	697	60	Ditto.
5. Toolzapoor	Ditto	Ditto	1,457	2,355	1,025	1,330	1,330	979	19	998	165	Ditto.
6. Bhosa	Ditto	Shivalli	1,259	4,080	3,768	312	312	195	36	231	45	Ditto.
7. Chincholi	Ditto	Ditto	608	2,520	789	1,731	1 731	172	8	180	143	Ditto.
8. Garkhed	Ditto	Ditto	178	432	132	300	300	27	51	78	...	
9. Yeosha	Purbani	Bhamini	1,019	2,704	1,400	1,304	1,304	282	70	352	115	
10. Pendgaon	Nursi	Nursi	516	2,709	1,718	991	991	454	54	508	31	
11. Juiga Koswul	Ditto	Ditto	1,291	1,695	413	1,282	1,282	987	126	1,113	207	
12. Chikli	Ditto	Ditto	1,384	5,552	4,351	1,200	1,200	762	62	824	168	
13. Koyali Buzoorg	Ditto	Ditto	968	2,944	1,902	1,042	1,042	805	91	896	154	
14. Wunnoj	Ditto	Ditto	1,875	3,560	2,211	1,348	1,348	950	76	1,026	203	
15. Sowud	Ditto	Ditto	3,424	2,810	1,004	1,806	1,806	1,433	156	1,589	435	
16. Assigaon	Ditto	Ditto	1,424	2,820	1,008	1,812	1,812	926	101	1,027	306	
17. Devulgaon (Banda)	Ditto	Ditto	668	2,044	1,309	735	735	208	15	233	101	
18. Hurrial	Ditto	Ditto	2,612	4,419	1,429	2,990	2,990	1,692	207	1,899	1,157	
19. Kaota Khoord	Ditto	Ditto	2,081	4,959	2 893	2,066	2,066	1,391	168	1,559	523	
20. Kurda	Ditto	Ditto	2,467	2,880	1,869	1,011	1,011	1,012	129	1,141	358	
21. Bokurkhedda	Ditto	Ditto	153	1,453	1,079	374	374	246	28	274	141	
22. Khinkhedda	Ditto	Ditto	1,351	2,820	1,933	887	887	714	62	776	126	
23. Dhigaon	Ditto	Ditto	796	2,109	1,406	703	703	584	52	636	97	
24. Kinki	Ditto	Ditto	1,296	2,370	1,492	878	878	783	102	885	160	
25. Ghot	Ditto	Ditto	1,623	2,104	924	1,180	1,180	990	135	1,125	270	
26. Wurrood	Ditto	Ditto	369	2,067	1,084	983	983	376	64	440	121	
27. Wurrad	Ditto	Ditto	1,918	4,582	1,485	3,097	3,097	811	147	958	337	

28. Mouza	Ditto	Ditto	1,047	1,710	861	849	849	544	53	597	118	Land.	
29. Waddy Raital	Ditto	Ditto	479	2,607	1,798	809	809	711	71	782	176	Ditto.	
30. Gaujipoor	Ounda	Kullumnoori	...	...	...	...	57	53	...	53	...	Ditto.	
31. Kurodi	Hudgaon.	Oomerkhed	...	...	...	...	465	891	9	900	...	Ditto.	
32. Kaleshwur	Ditto	Ditto	...	...	...	...	158	259	3	262	...	Ditto.	
33. Oonchigaon	Ditto	Ditto	...	...	...	...	42	84	1	85	...	Ditto.	
34. Ghorpulli	Ditto	Ditto	...	...	...	369	289	961	9	870	...		
35. Saonah	Nursi	Nursi	...	...	...	...	21	11	...	11	...		
36. Jeoli	Edulabad	Kinwut	419	3,200	1,214	1,986	232	53	1	54	98		
37. Terdi	Ditto	Ditto	198	1,200	210	990	130	26	1	27	39		
38. Bori	Ditto	Ditto	300	2,435	715	1,720	321	52	1	53	210		
39. Garri	Ditto	Ditto	525	1,800	751	1,049	149	19	1	20	73		
40. Moorttoo	Ditto	Ditto	412	1,648	214	1,434	29	19	...	19	54		
41. Takili	Ditto	Ditto	636	1,270	308	962	55	7	...	7	24		
42. Puroti Buzoorg	Ditto	Ditto	267	1,100	200	900	...	...	...	...	4		
43. Parwa	Ditto	Ditto	338	1,400	240	1,160	...	...	...	...	18		
44. Savorgaon	Ditto	Ditto	21	800	100	700	...	...	...	...	...		
45 Wurgaon Khoord	Ditto	Ditto	114	674	114	560	...	...	...	...	...		
46. Dhanora Buzoorg	Ditto	Ditto	145	870	145	725	...	...	...	...	...		
47. Sowri	Ditto	Ditto	132	625	132	493	...	...	...	...	...		
48. Junwarralla	Ditto	Ditto	142	800	150	650	...	...	...	...	...		
49. Tiwitiwi	Ditto	Ditto	238	1,100	250	850	...	...	...	...	...		
50. Towud	Ditto	Ditto	165	820	164	656	...	...	...	...	...		
51. Yuaboo	Ditto	Ditto	173	850	210	640	...	...	...	...	...		
52. Damsurri	Ditto	Ditto	223	1,125	225	900	...	...	...	...	...		
53. Vigari	Ditto	Ditto	177	870	235	635	...	...	...	...	...		
54. Oomri	Ditto	Ditto	302	1,500	300	1,200	...	...	...	...	...		
55. Dhiwalli	Ditto	Ditto	237	1,180	270	910	...	...	...	...	...		
56. Dhanora Khoord	Ditto	Ditto	187	935	180	755	...	...	...	...	...		
57. Dhuvunulla	Ditto	Ditto	211	840	210	630	...	...	...	...	...		
58. Puroti ditto	Ditto	Ditto	134	836	100	436	...	...	...	...	...		
59. Kurkewun	Ditto	Ditto	193	800	150	650	...	...	...	...	...		
60. Dhar ditto	Ditto	Ditto	210	840	160	680	...	...	...	...	...		
61. Kosumbi	Ditto	Ditto	312	1,500	300	1,200	...	...	...	...	...		
62. Yekamba	Ditto	Ditto	297	1,400	250	1,150	...	...	...	...	...		
63. Mohidi	Ditto	Ditto	156	600	100	500	...	...	...	...	...		
64. Surmeti	Ditto	Ditto	67	250	50	200	...	...	...	...	...		
65. Salwi	Ditto	Ditto	188	800	200	600	...	...	...	...	...		
66. Kurbi	Ditto	Ditto	556	2,500	400	2,100	...	...	...	...	...		
67. Sondabi	Ditto	Ditto	119	800	100	700	...	...	...	...	...		
68. Moorli	Ditto	Ditto	217	900	125	775	...	...	...	...	...		

List of Land and Villages affected by proposed transfers.

Land and Villages now under Assignment, and proposed to be transferred.

Number and name of village.	Name of talook.	Name of pergunnah.	Standard rent-roll of village in Rupees.	Total area in acres.	Uncultivable in acres.	Cultivable in acres.	Cultivated in acres.	Revenue of cultivation in Rupees.	Extra revenue in Rupees.	Total revenue in Rupees.	Population.	Remarks.
69. Eandini	Edulabad	Kinwut	199	800	100	700	...	...	...	...	...	
70 Puroti	Ditto	Ditto	427	1,020	275	745	...	...	...	...	...	Jaghire.
71. Rahore	Ditto	Ditto	1,009	1,050	120	930	616	438	4	442	175	
72 Shirpulli	Ditto	Korta	666	1,113	275	838	536	376	4	380	217	
73. Dungurgaon	Ditto	Ditto	421	650	215	435	313	90	1	91	85	
74. Jamh	Ditto	Ditto	750	508	125	383	173	22	1	23	36	
75. Saita	Ditto	Ditto	360	339	125	214	85	30	1	31	15	
76. Koorli	Ditto	Ditto	807	1,325	345	980	661	535	5	540	138	
77. Shirmul	Ditto	Ditto	379	342	144	197	56	42	...	42	...	
78. Satala	Ditto	Ditto	414	650	125	525	...	...	...	...	...	
79. Borgaon	Ditto	Ditto	775	1,150	200	950	...	...	...	...	...	
80. Chikli	Ditto	Ditto	821	1,135	225	910	...	...	...	...	...	
81. Ghedali	Ditto	Ditto	367	1,025	150	875	...	...	...	...	...	
82. Digrus	Ditto	Ditto	442	895	175	720	...	...	...	...	...	
83. Koti	Ditto	Ditto	313	845	200	645	...	...	...	...	...	
84. Korta	Ditto	Ditto	2,001	2,305	255	2,050	...	...	...	...	...	
85. Kaota	Ditto	Ditto	630	1,158	175	980	...	...	...	...	...	
86. Bhowani	Ditto	Ditto	570	950	200	750	...	100	...	100	80	Jaghire.
87. Saiphul	Hudgaon.	Mahore	...	...	...	...	95	56	...	56	...	Land.
88 Saongi	Jaulnah	Chandole	...	...	...	...	16	8	1	9	...	Ditto.
			61,627	157,082	55,515	96,654	57,441	29,129	3,077	32,206	8,022	
		Deduct Jaghires	13,355	39,957	9,598	25,079	23,584	8,237	1,006	9,243	1,392	
			48,272	117,125	45 917	71,575	33,857	20,892	2,071	22,963	6,630	

Abstract showing area and revenue of land and villages proposed to be transferred from Unassigned to Assigned Districts.

Total area	...	117,125 Beegahs	= 87,844 Acres.
Total cultivated	...	33,841 ditto	= 25,393 Acres.
Total revenue	...	22,963 H. S. Rupees	= 19,626 Government Rupees.

N.B.—The above Returns are as supplied by the Talookdar, but not verified by Survey.

Abstract showing area and revenue of land and villages proposed to be transferred from Assigned to Unassigned Districts.

Total area	...	... 70,703 Acres.
Total cultivated	...	... 35,902 Acres.
Total revenue	...	... 21,253 Government Rupees.

(Sd.) E. A. HOBSON,

Boundary Settlement Officer,
Hyderabad Assigned Districts.

No. XXV.

MEMORANDUM of AGREEMENT between the BRITISH GOVERNMENT on the one part and the HYDERABAD STATE on the other concluded by COLONEL PETER STARK LUMSDEN, C.S.I., duly authorized by the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL for that purpose, and HIS EXCELLENCY SIR SALAR JUNG, G.C.S.I., and NAWAB SHUMS-OOL-OMRA BAHADOOR, on behalf of the HYDERABAD STATE—1872.

Whereas in a Treaty concluded on the 2nd December 1871 between the British Government and the Gwalior State, it is provided, among other things, that His Highness the Maharajah of Gwalior cedes to the British Government his rights and interests of every description in the villages named in Schedule B, annexed to the said Treaty, a copy of which Schedule is attached to this Memorandum of Agreement;

And whereas the said villages are situated within the territorial limits of the Hyderabad State;

And whereas for reasons of State and for the advantage of both contracting parties, it is desirable to transfer to the Hyderabad State the rights and interests aforesaid:

The following terms are hereby agreed upon :—

(1) The British Government cedes to the Hyderabad State all its rights and interests of every description in the villages named in Schedule B annexed to the Treaty concluded between the British Government and the Gwalior State on 2nd December 1871.

(2) In consideration of the aforesaid cession, His Highness the Nizam of Hyderabad cedes to the British Government in full sovereignty the villages named in Schedule A annexed to this Memorandum of Agreement with all his rights and interests thereon.

Dated at Hyderabad, the 13th day of August, 1872.

Seal and signature of Ameer-i-Kabeer.

(Sd.) P. S. LUMSDEN, *Colonel,*
Officiating Resident.

Seal.

Seal and signature of Sir Salar Jung.

(Sd.) NORTHBROOK.

Seal.

Ratified by His Excellency the Viceroy and Governor-General of India, at Calcutta, on the eighteenth day of December 1872.

(Sd.) C. U. AITCHISON,
Secretary to the Govt. of India,
Foreign Department.

SCHEDULE A.

Being list of villages ceded to Bombay Government by the Hyderabad State, annexed to this Memorandum of Agreement.

SCHEDULE B.

True copy of Schedule B annexed to the Treaty concluded between the British Government and the Gwalior State on 2nd December 1871, and referred to in the Preamble to Article

1 of this Memorandum of Agreement, being list of villages mentioned in Article 2 of this Treaty.

Khegaum.	Kusba Ghunsangwee.
Chincholee.	Mouza Ooncheygaon.
Akolah.	„ Peepulgaon.
Mardee.	„ Bhudaila.
Thurudgaum.	„ Pathurwallee.
Takulgaum.	„ Beerkeengaon.
Ralerus.	„ Waheegaon.
Goolwunchee.	„ Dhorekeengaon.
Bhogaum.	„ Rahatgaon.
Hippurgah.	„ Kurkeengaon.
Wudjee.	
Bhatodee.	
Attowda.	

Seal and signature of Ameer-i-Kabeer.

(Sd.) P. S. LUMSDEN, *Colonel,*
Officiating Resident.

Seal.

Seal and signature of Sir Salar Jung.

(Sd.) NORTHBROOK.

Seal.

No. XXVI.

TRANSLATION of a LETTER from HIS HIGHNESS the NIZAM'S MINISTER to the RESIDENT, HYDERABAD, NO. 917, dated 29th March 1875.

In reply to your letter No. 492, dated 6th instant, affording further information relating to a proposal emanating from the Government of India that Article 3 of the Commercial Treaty of 1802, which provides for a free transit of all articles of produce and manufacture between the territories of the contracting parties, may not be held to apply to the transit of salt

produced in His Highness the Nizam's territory, and enquiring whether there is any objection on the part of His Highness's Government to the proposed measure, I have the honour to state that although a prohibition against the transit of salt from His Highness's territory would be contrary to the terms of the treaty under reference, yet as it is often found necessary with due regard to the interests of both Governments, and in compliance with expediency and exigencies of the times, either to act temporarily in contravention to the terms of a Treaty, or to amend its provisions, I also agree with the Government of India in the advisability of the proposal under reference, and have accordingly issued instructions to those Talookdars in whose districts salt is produced to any considerable extent, enjoining them that although salt is not at present exported to British territory from His Highness's country owing to its limited production, nevertheless care should be taken to provide against any person hereafter entertaining the idea of exporting it to British territory.

No. XXVII.

Postal Agreement.

ARRANGEMENT for the EXCHANGE of CORRESPONDENCE between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICES in the TERRITORIES of HIS HIGHNESS the NIZAM—1882.

Article 1.

There shall be a mutual exchange of correspondence between the Imperial Post Office of British India, hereinafter termed the "Imperial post," and the Post Offices in the territories of His Highness the Nizam, hereinafter termed the "Nizam's State post."

The term "correspondence" shall include all classes of articles which may be forwarded by post under the rules for the time being of Imperial post.

Article 2.

On correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, the Nizam's State post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Nizam. But all such postage shall be collected by payment in advance, and the correspondence shall be made over to the Imperial post without any claim whatsoever.

Article 3.

Correspondence so made over shall be treated by the Imperial post in the same way as if it had been posted originally in an Imperial Post Office,

no account being taken of any Nizam's State postage already paid thereon whether in cash or by means of postage labels of the Nizam's State post.

ARTICLE 4.

Correspondence which may be made over by the Imperial post to the Nizam's State post shall be made over without claim when no Imperial postage is due and with claim when Imperial postage is due. In the latter case the claim shall be—

(*a*) on correspondence originating in Office of the Imperial post termed "Inland correspondence" one-half of the amount of the Imperial postage due;

(*b*) on correspondence originating in Foreign Offices termed "Foreign correspondence" the whole amount of the Imperial postage due, the term Imperial postage including in this case the postage due to the Imperial post, or (in the case of foreign parcels) to the Custom House.

ARTICLE 5.

On correspondence made over under head (*a*) of the preceding Article whether with or without claim, the Nizam's State post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Nizam, but on correspondence made over under head (*b*) no local postage shall be levied.

ARTICLE 6.

Correspondence received by the Imperial post from the Nizam's State post or *vice versâ*, which may be undeliverable, shall be returned, and on correspondence so returned to the Imperial post, the Nizam's State post shall have the right to reclaim any postage previously claimed for it under Article IV.

ARTICLE 7.

Detailed regulations for carrying out this arrangement in respect to the particular office designated for the exchange of correspondence on which Imperial postage is due, the forms to be used in exchanging correspondence, the preparation and settlement of accounts and other matters of detail shall be drawn out by the controlling authorities of the Imperial post and the Nizam's State post in direct communication with each other, and the detailed regulations so drawn out shall be subject to such modification as may from time to time be mutually agreed to by the said authorities.

ARTICLE 8.

This arrangement shall be executed by the Darbar of His Highness the Nizam and the Resident at Hyderabad, and shall be brought into operation from the 1st August 1882.

ARTICLE 9.

This arrangement shall continue in force for one year after the date on which one of the two contracting parties shall have announced to the other an intention to terminate it.

Signed by the Resident at Hyderabad this the 15th day of August in the year one thousand eight hundred and eighty-two.

(Sd.) W. B. JONES,

Resident.

Signed and sealed on the 10th August 1882, A. D.—25th Ramzan 1299, H.

(Sd.) SALAR JUNG,

Muktar-ul-Mulk.

Approved and confirmed by the Government of India.

(Sd.) C. GRANT,

Secretary to the Government of India.

FOREIGN DEPARTMENT,

SIMLA;

The 5th October 1882.

DETAILED REGULATIONS for carrying out the ARRANGEMENT for the EXCHANGE of CORRESPONDENCE between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICE in the TERRITORIES of HIS HIGHNESS the NIZAM, executed under date the 10th August 1882.

REGULATION 1.

Correspondence originating in the Imperial post, on which no Imperial postage is due, and destined for delivery through the Nizam's State post, as well as all correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, shall be exchanged through any conveniently situated offices of the two Departments.

REGULATION 2.

For the exchange of the correspondence referred to above, no form of letter bill is necessary, as no claim is raised.

REGULATION 3.

The exchange of registered articles, parcels and correspondence, originating in the Imperial post on which Imperial postage is due, destined for delivery through the Nizam's State post, shall be effected by the Hyderabad Imperial post office only in communication with the Nizam's State post office in Hyderabad.

REGULATION 4.

When forwarding correspondence as provided in the foregoing Regulation, the Imperial office of exchange shall use the annexed form of letter bill. The receiving office of the Nizam's State post should acknowledge the receipt of the articles in the upper portion of the letter bill, certify the amount due by the Nizam's State post at the foot of it, and return the letter bill to the Imperial office of exchange.

REGULATION 5.

When returning (as provided in Article 6) undeliverable articles such as registered articles, parcels or articles on which postage has been charged by the Imperial office of exchange, the Nizam's State post shall forward therewith a claim bill in the annexed form. The amount claimed shall be verified by the Imperial post office and the certificates (original and duplicate) at the foot of the claim bill shall be signed by the Postmaster of the Imperial post office, the original certificate being returned to the Nizam's State post office and the duplicate forwarded to the Postmaster General, Madras.

REGULATION 6.

From the certificates of letter bills and claim bills of each month, received from the Imperial offices of exchange, there shall be prepared, in duplicate, in the office of the Postmaster General, Madras, an account-current for the month showing the net amount due by the Nizam's State post to the Imperial post. One copy of the account shall be sent to the controlling authority of the Nizam's State post and the other to the Imperial Postmaster, Hyderabad. The former shall pay to the latter the balance due.

Letter Bill to be used by the Imperial post office of exchange in forwarding mails to the Nizam's State post.

No. , dated

From—The Hyderabad Imperial Post Office,

To—The Hyderabad Nizam's State Post Office.

Details.	Amount for which the Imperial office is entitled to credit.	Amount of postage due from the Nizam's post office.	Remarks.
Inland unpaid—			
Letters including Postcards .			
Packets including Newspapers .			
Parcels			
Foreign unpaid—			
Letters including Postcards .			
Packets including Newspapers .			
Parcels			
Total . .			

Received with registered articles and parcels ; *vide* details on reverse.

Postmaster,

Nizam's State Post.

Registered articles and parcels should be detailed on the reverse of the upper portion of this letter bill.

The Nizam's State Post Office at Hyderabad owes Rs. A. P. being postage due as per Letter Bill No. , dated , of the Imperial Post Office at Hyderabad.

Postmaster,

Nizam's State Post.

HYDERABAD;

Details of Registered Articles and Parcels.

No.	Weight.*		Office of despatch.	Name and address of addressee.	Office of destination.
	Rates.	Tolas.			

* Rates for Registered articles.
Tolas for Parcels.

Claim Bill to be used by the Nizam's State post when returning undeliverable articles on which postage was previously claimed by Imperial post office.

No. , dated

From—The Hyderabad Nizam's State Post Office,

To—The Hyderabad Imperial Post Office.

Description of Articles.	Amount of postage due at half-rates for inland articles and full rates for foreign articles now reclaimed by the Nizam's State post.	Amount of reclaim admitted by the Imperial post office.	Amount of full postage due to be accounted for by the Imperial post office.
	Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*
Inland unpaid—			
Letters including Postcards .			
Packets including Newspapers .			
Parcels			
Foreign unpaid—			
Letters, including Postcards .			
Packets including Newspapers .			
Parcels			

Note.—The last column in this form will be filled up in the receiving Imperial post office and brought to account by entry in the letter postage account.

Form No. 12.

Registered articles and parcels should be detailed on the reverse of the original certificate attached to this claim bill.

Original Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. P. being postage due on articles returned undeliverable.

HYDERABAD POST OFFICE;

Postmaster, Hyderabad Imperial Post Office.

Duplicate Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. P. being postage due on articles returned undeliverable.

HYDERABAD POST OFFICE;

Postmaster, Hyderabad Imperial Post Office.

Details of Registered Articles and Parcels.

No.	Weight.*		Office of despatch.	Name and address of addressee.	Office of destination.
	Rates.	Tolas.			

* Rates for registered articles. Tolas for parcels.

No. XXVIII.

OPIUM AGREEMENT—1883.

MEMORANDUM of AGREEMENT between the BRITISH GOVERNMENT and the GOVERNMENT of HIS HIGHNESS the NIZAM of HYDERABAD.

For the protection of the common interests of the British Government and the Government of His Highness the Nizam of Hyderabad in the matter of the opium revenue, His Highness the Nizam of Hyderabad has agreed, as regards His Highness's territories, that—

(1) The cultivation of the poppy and the manufacture of opium shall be absolutely prohibited.

(2) With the exception of opium booked through by rail to the Madras Presidency, no opium shall be imported without a license from His Highness the Nizam.

(3) With the same exception no opium shall be exported.

(4) The import of opium shall as far as possible be confined to what is absolutely requisite for licit home consumption.

(5) The transport, possession, and retail sale of opium shall be permitted only under license from His Highness the Nizam.

2. His Highness the Nizam further agrees to communicate to the Resident at Hyderabad all alterations which it may from time to time be found necessary to make in the rules which have been framed to give effect to the above conditions, and not to make any alterations the effect of which will be to diminish the securities provided by the rules for due observance of the said conditions.

3. And the British Government has agreed that the Opium Agent at Indore shall issue passes for the transport from Indore to Hyderabad of such quantities of opium as may from time to time be applied for by His Highness's Government through the Resident at Hyderabad, and shall levy on the same, on behalf of His Highness's Government, pass duty at the rate which may from time to time be fixed by the British Government, and shall remit the said duty through the Resident at Hyderabad in such manner as may be from time to time arranged, provided that, if the British Government fix a rate of pass duty lower than Rs. 600 (six hundred) per chest of 140 lbs. avoirdupois, the rate charged on opium supplied to Hyderabad shall not be less than Rs. 600 (six hundred) per chest of 140 lbs. avoirdupois, except with the previous consent of His Highness's Government.

4. Lastly, it is provided that either of the parties to this agreement shall be at liberty to withdraw from it after giving to the other party twelve months' notice.

Signed at Hyderabad on the 29th day of October eighteen hundred and eighty-three.

(Sd.) J. G. CORDERY, *British Resident, Hyderabad.*

(Sd.) R. NARENDUR BAHADUR.

(Sd.) MEER LAIK ALI.

(Sd.) RIPON,

Viceroy and Governor General of India.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the 8th day of December A. D. one thousand eight hundred and eighty-three.

(Sd.) H. M. DURAND,

Secretary to the Government of India,

Foreign Department.

No. XXIX.

AGREEMENT between the GOVERNMENT of HIS HIGHNESS the NIZAM and HIS HIGHNESS the NIZAM'S GUARANTEED STATE RAILWAYS COMPANY, LIMITED.

Dated 27th December 1883.

This indenture made the 27th day of December 1883 between the Government of His Highness the Nizam-ul-Mulk Asaph Jah Bahadur, Sovereign of the Hyderabad State, by its duly accredited Representative the Sirdar Diler Jung Bahadur, C.I.E., now temporarily residing in London, of the first part, and His Highness the Nizam's Guaranteed State Railways Company, Limited, of the second part:

Whereas certain surveys, plans, drawings, specifications, schedules of quantities and estimates and reports have been prepared by direction of the Government for the construction and equipment of the new lines hereinafter mentioned or some part or parts thereof, and it is intended that the same shall, subject to such variations and modifications thereof as hereinafter provided, be adopted and carried out by the Company party hereto as nearly as circumstances permit.

Now this Indenture witnesseth that it is hereby agreed and declared as follows:—

1. In this Contract—

The expression "the Government" means the Government of His Highness the Nizam.

The expression "the Company" means the Company party to these presents.

The expression "the existing Railway" means the existing line of Railway from Wadi to Hyderabad and Secunderabad, with all its stations, lands, works, engines and other rolling stock and appurtenances.

The expression "the new lines" means the proposed new Railways, hereinafter in Article 2 mentioned, from Hyderabad to Warungal, and thence to the southern frontier of the State of Hyderabad near Bizwada, and from Warungal to the northern frontier of the said State near Chanda.

The expression "the lines" means all lines for the time being forming part of the undertaking of the Company.

The expression "the first section" means the said proposed new Railways from Hyderabad to Warungal and thence to the southern frontier.

The expression "the second section" means the said proposed new Railway from Warungal to the northern frontier.

The expression "Inspecting Officer" means an Inspecting Officer or Officers appointed by the Government and approved by the Government of India for the purposes of these presents.

2. The Company shall take over the existing Railway from Wadi to Hyderabad and Secunderabad (about 121 miles in length) on the terms and conditions mentioned in Articles 20 and 23 hereof; and shall construct, at the times and in manner and subject to the provisions hereinafter prescribed and contained, a single line of Railway of the gauge of 5 feet 6 inches the first section, about 210 miles in length, to extend from Hyderabad to Warungal and thence to the southern frontier of the State of Hyderabad near Bizwada, and the second section thereof (about 160 miles in length) to extend from Warungal to the northern frontier of the said State near Chanda. The total length of the two sections not to exceed 370 miles. The standard dimensions of fixed structures and rolling stock as laid down by the Government of India for the gauge of 5 feet 6 inches shall be strictly followed.

3. The Government shall at the time of execution of this Indenture deliver to the Company, free of charge, all the said surveys, plans, drawings, specifications, schedules of quantities and estimates and reports already prepared for the construction and equipment of the new lines as aforesaid, and the same, subject to such alterations thereof and deviations therefrom as shall from time to time be agreed between the Government and the Company, shall be adhered to and adopted as nearly as circumstances will permit. The situation and extent of all stations, station yards, sidings, offices, warehouses, buildings, conveniences and appurtenances to be constructed in connection with the lines shall be subject to the approval of the Government.

4. The Government shall, after the definitive selection of the route and direction of the new lines, or of any part or parts thereof, and as and when required by the Company, provide free of cost to the Company the lands which shall be permanently and temporarily required for the construction of the new lines or for the part or parts so selected and for the works connected therewith, and for the stations, station yards, sidings, offices, warehouses, conveniences and appurtenances aforesaid, and shall give to the Company possession of the lands so provided. All land of which possession shall be so given which shall not be permanently required for the purposes of the Company, shall, as soon as practicable, be delivered up by the Company to the Government. The Government will permit the Company to take, free from any royalty or other payment, such stone, sand, gravel, earth, brick earth and local products suitable for conversion into lime and mortar, being respectively the property of the Government, as may be *bonâ fide* reasonably necessary for the purposes of the construction of the new lines or any part thereof, provided that the same be taken only from such places within a convenient distance from the works as an officer to be appointed by the Government and the Company shall agree.

5. The Company shall, on receiving possession of the lands provided under the last preceding Article, proceed with diligence in the construction, in accordance with the said surveys, plans, specifications and other documents (subject to such alterations as aforesaid), of the new lines, and of all such stations, station yards, sidings, offices, warehouses, conveniences and appurtenances as aforesaid, including all works necessary or expedient to secure their permanence, and for the protection of the same against injury by inundation or otherwise, and will complete the first section and the second section respectively within a period of three years from the date of obtaining possession of all the land for the same. The second section shall not, unless otherwise agreed between the Government and the Company, be commenced until the Railway proposed to be constructed between Nagpore and Calcutta is near completion. The date for such commencement shall be hereafter agreed upon between the Government and the Company.

6. The Company may, from time to time, as often as an Inspecting Officer shall certify that any portion of the new lines is fit for conveyance of passengers and goods, open the same portion for public traffic. And the Company shall open the said lines respectively for public traffic throughout and with a good and sufficient stock of engines, carriages, waggons, plant and machinery for working the same in conformity with the provisions of these presents when and so soon as an Inspecting Officer shall have certified that the lines respectively are complete and fit for the conveyance of passengers and goods throughout. During the construction of the new lines all materials to be used and also the manner in which the works are performed shall be subject to the inspection and approval of an Inspecting Officer.

7. Upon the first section being completed and opened for public traffic throughout, the Government will, at their own expense and free from all

expense and cost to the Company, whether by way of rent or otherwise, grant to the Company a lease of, or otherwise secure to the Company a right and title to the land which shall have been provided for that section under Article 4 (or so much of the said land as shall be permanently required for the purposes of the Company) and the Railways and works constructed thereon, for a term of 99 years from the date of the opening of the said section for traffic throughout, subject to the same being sooner determined under the provisions in that behalf hereinafter contained; and the Government shall guarantee to the Company the right to and possession of such land as against any claimant, but shall not be called upon to show any title thereto.

The provisions hereinbefore in this Article contained shall apply, *mutatis mutandis*, to the second section, except that the grant to the Company of the lease or other title to the second section shall be made for a term co-extensive with the period of 99 years applicable to the first section, and so that the period for both sections shall terminate at the same date.

8. The Company shall keep the lines (or so much thereof respectively as shall for the time being have been opened for traffic) and all the stations, station yards, offices, warehouses, conveniences, and works thereto belonging in good repair, and sufficiently supplied with engines, carriages, rolling stock plant and machinery, and shall keep the whole in good working condition. The whole shall at all times be open to the inspection of an Inspecting Officer, and the Company shall afford to every Inspecting Officer all such facilities as may be reasonably requisite to enable him to perform his duties. The Company shall upon notice in writing from the Government forthwith execute all such works and do all such things as upon the Report of an Inspecting Officer shall be found to be necessary for keeping the lines in good repair and in good working condition, and sufficiently supplied as aforesaid. On receiving any such notice the Company shall with all reasonable speed execute and do the works and things described therein. If in any case the Company shall fail to execute and do such works and things to the satisfaction of an Inspecting Officer within a reasonable time, the Government may execute and do the works and things, or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money properly expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of £4 per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same.

9. After the new lines or either section thereof shall be opened for traffic throughout the Government may, from time to time, upon the report of an Inspecting Officer, by notice in writing, require the Company to carry out at their own cost any reasonable alteration or improvement in or addition to the lines, or in or to any stations, station yards, offices, warehouses, con-

veniences or works therewith connected respectively, which may be necessary for the safety of passengers or of the public, or for accommodation of increased or increasing traffic, and to supply such additional engines, carriages, rolling stock, plant and machinery as the Government may consider necessary. Such notice shall specify the alteration, addition or improvement required, and also shall in general terms describe the works to be executed for the purpose of carrying out such alteration, addition or improvement. On receiving any such notice the Company shall, with all reasonable speed, execute the works described therein, the Government providing (free of cost, and on terms similar to those on which land is to be provided under Article 4) any land that may be required for the purpose, and granting to the Company a lease of, or other title, as aforesaid, to such land, for the period in Article 7 mentioned, and upon the same terms. If in any case the Company shall fail to execute and complete the works to the satisfaction of an Inspecting Officer, and within a reasonable time, the Government may execute the works or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of 4 per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same : Provided, nevertheless, that the Company shall not be called upon to do or perform any work, or incur any expense, under this Article for which additional capital would be required, unless and until the Government shall have guaranteed such interests thereon not exceeding £4 per cent. per annum, and for such period as shall enable the Company to raise the additional capital.

10. The Government may from time to time prohibit the Company from using any engine, carriage, waggon, vehicle, boat, machine, or appliance of any kind whatsoever the use of which shall be declared by an Inspecting Officer to be attended with danger to passengers or the public, and the Government may, by taking possession of such engine, carriage, waggon, vehicle, boat, machine, or appliance, or by such other means as they shall think fit to employ, prevent the Company from using the same.

11. The Company shall, unless hindered or prevented by accident or any other matter beyond their own control, cause at least one train daily to be run from either extremity of the lines which shall for the time being have been opened for traffic, to the other extremity of the same lines, and so as to afford reasonable convenience for the Post Office.

12. The rates and fares to be charged by the Company for the carriage of passengers and goods respectively shall not, unless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time prevailing on the Great Indian Peninsula Railway.

13. The Company will at all times convey free of charge on their lines of Railway, and on any part thereof which for the time being shall have been

opened for traffic, the mails and Post Office bags of the Government and of the Government of India, and the guards and other servants of the Post Office in charge thereof, and also (when they are on duty) all officers and persons in the administration of the Post Office of the Government and of the Government of India. The Company will also at all times convey all troops and sailors in the service of His Highness the Nizam and of the Government of India when such troops are on duty, and all police officers, engineers, artizans, and other persons when employed in the business of the Government or of the Government of India at rates calculated as follows, *viz.*, all commissioned officers and persons in a similar station in life in His Highness the Nizam's service or in the service of the Government of India shall be entitled to travel in first class carriages at second class fares; troops, sailors and artizans (under the rank of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons aforesaid at the lowest fares. To every 100 men conveyed at the lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first class passenger free of charge. The Company will also at all times convey all military establishments not hereinbefore specified, all horses and other animals used for military purposes, guns, ammunition, military stores, carriages, waggons, camp equipage and equipments and all public stores of what kind soever of the Government and the Government of India at the lowest rates for the time being ordinarily chargeable by the Company for the carriage of such animals, goods, merchandise and stores respectively. The several privileges of conveyance and carriage hereby stipulated for shall at all times be enjoyed and all other reasonable requirements of the Government or of the Government of India shall be complied with in preference to and with priority over the public use of the lines.

14. The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government or to the Government of India and the persons in charge thereof at special rates, to be from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company.

15. As regards the electric telegraphic appliances already existing on the Railway from Wadi to Hyderabad and Secunderabad the same shall be worked in accordance with the terms and conditions in that behalf contained in the Agreement of the 19th of May 1870 entered into between the Government of India and the Government.

The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof; and it shall be lawful for the Government of India for such purposes to enter at all reasonable times, by its agents, workmen or others on the lines or any part of them, and to erect, maintain, make, do and execute thereon all such buildings, machinery, works, acts and things not unnecessarily obstructing the work-

ing of the Railway as it shall consider necessary or proper in relation to the construction, maintenance, use and working of the said telegraphs and telegraphic appliances. And the Government of India shall not, in respect to such matters or any of them, be subject to the control or interference of the Company.

All buildings, machinery, works and appliances erected or brought by or on behalf of the Government of India on the lines or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleasure.

The Company shall at all times furnish the Government of India with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertaining thereto.

16. The Government of India has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the Government of India, from time to time require for the purposes of working the lines, and to allow the Company to have the exclusive use (so long as they shall work the lines) of such telegraphs and telegraphic appliances and to maintain the same in good repair and good working condition. The working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost. But the Company shall observe the rules for the time being in force in the case of Indian State Railway Telegraphs or such of the said rules as the Government of India may from time to time prescribe for their observance. And the Company will pay the charges of the Telegraph Department of the Government of India for rent, maintenance, and inspection of the telegraphs and telegraphic appliances provided under this section for their use.

17. All materials, plant, engines, rolling stock, machinery and utensils required for the construction and equipment of the new lines, and of all future lines to be made by the Company under the provisions contained in Article 45, or for the maintenance and working thereof respectively shall be permitted to be passed and imported into the territories of His Highness the Nizam free of all customs charges and import duties or other imposts.

18. The Government shall provide and maintain for the purposes of the lines such a force of police as the Company, with the approval of the Government, shall from time to time require, and also a Railway Magistrate, which police force and Railway Magistrate shall be under the direction of the British Resident at Hyderabad, provided that in case of difference between the Government and the Company as to the extent of the force required for the preservation of law and order the determination of the question shall rest with the Government. The cost of providing and maintaining the whole force of police employed for the purposes of the lines and the salary of the Railway Magistrate shall be defrayed as follows (that is to say) three-tenths thereof shall be borne by the Government and the remaining seven-tenths shall be borne by the Company.

19. The Company and its lines of Railway and undertaking shall be subject to provisions as nearly as circumstances will admit of, and having regard to the provisions of this Indenture, similar to those contained in the "Indian Railway Act, 1879," and the "Telegraph Act of 1876," of the Indian Legislative Council, and, if the Government shall think fit, in any subsequent Acts affecting Railways or Telegraphs to be hereafter passed by the Government of India; and the Government will pass an Act or Acts or issue an edict or edicts for the purpose of giving to the Company like powers to those contained in the said Acts of the Indian Legislative Council, and such further Acts or edicts for facilitating the business and operations of the Company as the Company shall require and the Government approve.

20. The Government will, on the issue of the fully paid shares and on payment and satisfaction of the several sums of money mentioned in Article 23, paragraphs (A), (B) and (C), in manner therein provided, deliver through the Government of India (who are at present in possession of and working the same) to the Company possession of the existing Railway, together with all stations, plant, engines, rolling stock, telegraphs, and all movable property, and also all stores thereto belonging or appertaining, freed and discharged of and from all claims on the part of the Government under the Agreement dated the 8th day of October, 1874, and made between the Government and the Nizam's State Railway Company (other than rights of sovereignty) and so long as the Company shall maintain and work the existing Railway as a 5 feet 6 inches gauge line, from all rights of the Government of India under the Agreement entered into between that Government and the Government of His Highness the Nizam, and dated the 19th day of May, 1870, except as provided in clause 15 hereof, and will hold the Company indemnified against all claims of the said Nizam's State Railway Company and of the Shareholders in that Company under the said Agreement of the 8th day of October 1874, and against all debts, liabilities, and engagements whatsoever affecting the existing Railway.

21. The existing Railway shall be vested in the Company from the date of delivery of possession thereof as aforesaid for a term which shall end with the term of 99 years mentioned in article 7, and in the like manner and upon the like conditions as are stipulated in that Article with respect to the land provided by the Government for the first section.

22. The capital of the Company shall be issued as follows: for the purposes of this contract, other than the construction and equipment of the second section £2,000,000 in shares and £1,500,000 in redeemable mortgage debentures bearing interest at the rate of 4 per cent. per annum and for the purposes of the second section £500, 00 of like debentures, and any sum or sums of additional capital not exceeding £500,000, as the Company shall require, and to be raised in such manner and at such time or times as shall be agreed between the Government and the Company.

23. The Company will, as the consideration for the purchase of the existing Railway and for the obligations, concessions and guarantees of the

Government in this Indenture expressed and contained, issue the shares and pay the sums of money hereinafter in this article mentioned, that is to say—

(*a*) The Company will issue to the Sirdar Diler Jung Bahadur or other the accredited representative for the time being of the Government appointed for that purpose and on behalf of the Government fully paid shares of the Company to the amount of £500,000, at the time of the first general issue of shares in the Company (the numbers of such shares to be defined by a supplemental contract to be executed by the parties hereto) and to be filed with the Registrar of Joint Stock Companies in England before the issue of such shares.

(*b*) The Company will pay £625,000 in cash out of the first moneys received by the Company in respect of the issue of its capital or any part of it, to a special account to be opened at the National Provincial Bank of England, Limited, to the credit of the Government, and to be applied by the Sirdar Diler Jung Bahadur or other the accredited representative of the Government in acquiring the interest of the English shareholders of the Nizam's State Railway Company in the existing Railway, so far as the consideration for the acquisition of such interest has to be provided in cash.

(*c*) The Company will deposit £200,000 in cash with the said Bank for the purpose of the Guarantee Fund mentioned in Article 46, such deposit to be made out of the first moneys of the Company available after making the payment lastly hereinbefore directed.

(*d*) And the Company will, within six months from the first general allotment of its shares, pay £341,656 in London in cash to the credit of the Government at the said Bank.

24. The Company will pay or cause to be paid into the said Bank or other the Bank for the time being of the Company the remainder of its said capital by instalments as and when the money is required for the purposes of this Indenture.

25. The Government will, for a period of 20 years, pay to the Company in London, in sterling, by half-yearly payments, on every 1st day of January and 1st day of July an annuity equal to £5 per cent. per annum on all or any such sums or sum not in the whole exceeding £4,500,000 as shall, for the time being, have been issued in shares and debentures by the Company and paid into its Bankers, or credited by the Company as paid up, and the Company shall apply the said annuity in payment of interest at £5 per cent. per annum on the share capital for the time being paid-up or credited as paid-up, and in payment of interest upon the debenture capital for the time being, such payment of interest on share and debenture capital being limited to the capital mentioned in Article 22, and in providing a sinking fund for redemption or reduction of capital in accordance with the provision in that behalf hereinafter contained. The said period of 20 years shall commence to

run and be reckoned upon and in respect of each individual sum from the time when the same shall have been issued and paid into such Bank or credited as paid up as aforesaid.

26. The Company shall repay all moneys paid by the Government in respect of the said annuity, and (unless otherwise agreed) in respect of any guarantee of interest under Article 9, and on all such moneys until repaid, the Government shall be entitled to simple interest at the rate of £5 per cent. per annum accruing *de die in diem*, and calculated on the same moneys respectively from the respective dates of the payment thereof to the Company until repayment, but such moneys or any interest thereon shall not be repayable or payable to the Government except so far as the said Government shall become entitled to receive the same under the provisions of Articles 31 and 47. Provided, nevertheless, that the Government shall not be entitled to interest on any such part of any half-yearly payment of the said annuity or interest as shall be ultimately repaid to the Government out of or by means of the net earnings (hereinafter defined) of the Company attributable to the half-year, in respect of which the same half-yearly payment of the annuity or interest shall have been made.

27. All moneys received by or on account of the Company in India in respect of the working of their lines or any part or parts thereof which shall, for the time being, have been opened for traffic, and all income in any wise received by the Company in respect of the undertaking carried on by them under the provisions of these presents (which said moneys and income are hereinafter collectively termed gross, earnings), shall, in the first place, be applicable in payment of the working expenses (as hereinafter defined) of the Company in such manner that the working expenses of every half-year shall, as far as practicable, be borne by the gross earnings of the half-year to which such working expenses are properly attributable, and the residue remaining from time to time at the end of each half-year, after debiting all unpaid working expenses incurred up to the end of such half-year, shall be deemed the net earnings of the Company for that half-year, and shall be dealt with accordingly.

28. The term "working expenses" shall mean and include the payment of all salaries and wages of the officials and employés of the Company, and all expenses of and incidental to the management, carrying on and working of the undertaking of the Company, including all costsand expenses incurred by the Company in and about the repairs and maintenance of the lines, with all stations, station yards, offices, warehouses, conveniences, junctions and works, engines, rolling stock, plant and machinery thereto belonging or therewith or thereon used, and all expenses of and incidental to the working and maintenance of any electric or other telegraphic or telephonic communication of the Company

29. In the working expenses there shall be reckoned and included so much of the cost of providing and maintaining a police force and Police Magistrate for the purposes of the lines as is not hereby agreed to be borne by the Government, and any other moneys (whether in the nature of a pay-

ment towards a reserve fund or otherwise), which the Government and the Company may from time to time agree, or shall in case of dispute be determined by arbitration to be properly chargeable to working expenses. But no part of the cost of the original construction of the new lines or any of the stations, station yards, offices, warehouses, conveniences and works, or of any additions to the same or either of them, or of the purchase (except by way of replacement or renewal) of any of the engines, rolling stock, plant or machinery belonging to or used with or on or provided for the Company's lines shall be included in the working expenses of the Company.

30. The Company shall keep a revenue account in which shall be entered all the gross earnings of the Company and the working expenses of the Company. The revenue accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in every year, or to such other days as the Government and the Company shall from time to time agree and arrange.

31. So long as the Government shall be liable to pay the annuity under Article 25, and after the termination of such liability so long as any moneys are due by the Company to the Government, the revenue receipts of the Company shall be dealt with as follows, that is to say—During the period of the said annuity the net earnings of every half-year shall be applied, in the first instance, in or towards repayment of the portion of the said annuity, and subject as aforesaid to any further guaranteed interest which shall have been paid in respect of the same half-year. And the residue (if any) of the said net earnings shall be applied, in manner following, that is to say—One moiety thereof (or such part thereof less than one moiety as shall be sufficient for the purpose) shall be applied in or towards repayment to the Government of such sum or sums of money as shall at any previous time or times have been paid by the Government to the Company in respect of the said annuity or (subject as aforesaid) any guaranteed interest and not been repaid; and the balance, if any, of such moiety of net earnings shall be applied in or towards payment of any other sum or sums of money for the time being owing by the Company to the Government. And as to the remaining moiety of such net earnings the Company shall be entitled to the same for its own use and benefit. All moneys payable to the Government under this article shall be paid in sterling in London or in Bombay at the current rate of exchange as the Government may direct.

And from and after the expiration of the period of the said annuity in case any moneys shall then remain due from the Company to the Government in respect of the said annuity, or so long as any other moneys remain due by the Company to the Government, the said net earnings of the Company in each year shall be applied as follows, that is to say—A sum equal to £5 per cent per annum on the total debenture and share capital of the Company for the time being shall be retained by the Company and applied in such manner as the Company shall think fit; and the balance, if any, of the said net receipts shall be applied as follows, namely:—One moiety thereof in or towards payment to the Government of any moneys

then due by the Company to the Government; and the remaining moiety for the use and benefit of the Company.

When all moneys due from the Company to the Government have been paid and discharged, the Company shall be entitled to all net earnings for its own use and benefit.

The revenue account of the Company shall be regularly submitted by the Company to the Government, who may audit the same (the Company giving every facility and assistance required for such audit), and may in case of error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to the Government. Every revenue account shall, subject to the correction of such errors as aforesaid, be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Government. Any reasonable expenses of and incidental to every audit on behalf of the Government (including the expenses incurred by the employment by the Government of any person for any purpose connected therewith) shall be paid by the Company and shall form part of the working expenses of the Company, and the statement of the Government of the amount of such expenses shall be conclusive.

32. All the expenditure of the Company in relation to the formation and registration of the Company, and the raising and issue of its share and debenture capital and all other expenditure of the Company during or relative to the original construction and completion of the new lines, with the stations, station yards, offices, warehouses, conveniences and works thereof respectively including any works agreed upon as aforesaid and executed upon the existing Railway and relative to the cost of originally supplying the requisite engines, carriages, rolling stock, plant and machinery shall, from time to time, be stated by the Company and submitted to the Government, and as between the Company and the Government such expenditure shall be allowed as capital expenditure so far only as the same shall from time to time be or have been previously agreed to or subsequently admitted by the Government or its representative.

33. If any question shall arise whether any expenditure incurred by the Company is to be treated in the whole or in part as a charge incurred on capital account, or how the same is to be dealt with, the same shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant, and machinery, and of substantial improvements of, and additions to, old works, rolling stock, plant, and machinery (including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital), and that the cost of repairs, restorations, renewals, or replacements falls under the head of working expenses, and is not a charge incurred on capital account (provided that the expenses of maintenance or repair necessitated by causes other than fair or ordinary wear and tear if incurred within twelve months after the opening for traffic shall be borne by capital). After the new lines have been opened for traffic throughout no portion of

the salaries or allowances of any of the Company's permanent supervising or other administrative staff shall be chargeable to capital, although for the time being employed partly or wholly in directing or superintending work so chargeable, and no expenses connected with the engagement or passage from or to England of any person in the Company's service shall be chargeable to capital unless such person shall have been specially engaged to carry out work chargeable to capital, and been actually employed on such work, but until the first section is opened for traffic throughout, all the expenses of the Company (including all costs of and incidental to the formation and registration of the Company, and the raising and issue of its capital as aforesaid) shall be chargeable to capital.

34. If any difference shall arise between the Government and the Company as to whether any expenditure incurred in any particular case is to be treated as a charge incurred on capital account the matter in difference shall be referred to the decision of the Joint Auditor if the Government and the Company shall have appointed such an officer, but in case a Joint Auditor shall not have been appointed, then the matter in difference shall be referred for final decision to the Company's Auditor or some other person, to be named by the Company, and a person to be named by the Government, or in case of their being unable to agree to an Umpire to be named by them, and in the event of their failing to do so within fourteen days after the difference shall have been referred to them, then the appointment of an Umpire may be made on the application of either party by Her Majesty's Secretary of State for India. The costs of any such reference shall, unless the referees or referee shall otherwise direct, be treated as part of the working expenses of the Company.

35. The Company shall enter all the expenditure allowed under Article 32 in an account to be called "The Capital Account," and when and so soon as the first section and the second section respectively and all proper stations, station yards, offices, warehouses, conveniences and works thereof shall have been completed and provided with the necessary engines, carriages, works, rolling stock, plant and machinery, the Government shall, by examination of such accounts, ascertain and certify the amount of the expenditure. If any further expenditure shall from time to time be made by the Company, or if any payment shall be made by the Company to reimburse the Government for moneys expended by the Government under Article 9, and if it is agreed between the Government and the Company that such expenditure or payment is properly chargeable to capital, the same shall in like manner be entered in the capital account, and from time to time as occasion shall require the said capital account shall be made up and stated afresh, and the total amount of expenditure entered therein shall be ascertained and certified by the Government. In the said capital account shall also be entered any moneys produced by sale of property originally purchased under expenditure entered in the said capital account under article 32 or this present article, and the Government shall, from time to time, as may be necessary, ascertain and certify the amount of the

excess of the expenditure entered in the capital account over the receipts entered therein.

36. The Company shall keep accounts and returns of its traffic in a manner similar to those required by the Government of India to be kept by the Indian Railway Companies whose undertakings are worked under the supervision of the Secretary of State for India, and in forms similar to those in which the like accounts and returns of traffic are required to be kept by such Companies, or in such other manner and form as the said accounts and returns are from time to time required by the said Government, and the Company shall, at its own cost, render all accounts and returns of traffic required to be kept by it, under this section, to the Government at such times as the Government shall from time to time require. And the books and accounts of the Company shall be open to the inspection of the Government at all reasonable times.

37. The Government will use their best endeavours to obtain for the Company powers to form junctions with other railways near to any of the lines, and powers to run the trains of the Company on such other railways upon reasonable terms and conditions, and will endeavour to obtain such powers for the Company with reference to any railways that may hereafter be formed in the territories of His Highness the Nizam, if such railways be not constructed by the Company party hereto.

38. The Company will, from time to time, upon the requisition of His Highness the Nizam, or, of the Government of India, make reasonable arrangements for the use of their lines for the passage of the engines and trains of other railways for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restrictions.

39. Every notice, direction, requisition, appointment, approval or certificate to be given or signed on the part of the Government for any of the purposes of these presents shall be sufficient and binding if in writing signed by any duly authorised official of the Government.

40. The Company shall at all times keep an office established at Bombay or Hyderabad as the Company may determine, and shall keep at such office an authorised agent or committee of agency with whom the Government may communicate on affairs concerning the lines. All drafts drawn and receipts given by the said agent or committee of agency, or under his or their authority on behalf of the Company, concerning the lines and the affairs thereof, shall be binding on the Company, and every notice to be given to the Company other than the notices mentioned in any of the several articles hereinafter contained, which shall be served at the Company's registered office in London, shall be sufficiently given if left at the office first mentioned in the article, or if personally served on the agent or any member of the said committee of agency.

41. At the end of the term of 99 years, mentioned in article 7, the land which shall have been provided for the Company under these presents so far as the same shall not have been previously delivered up by the Company, shall with the lines and all buildings, works and fixed machinery thereon not then already belonging to the Government revert to the Government free from all debts and charges whatsoever. The Company shall thereupon deliver to the Government all plans, surveys, sections, books, printings, writings, drawings and documents whatsoever in any wise connected with the lines and the affairs thereof, and the Company shall sell and the Government shall purchase all engines, carriages, rolling stock, plant and machinery and stores which at the end of the said term of 99 years shall be the property of the Company and used in working the lines or in connection therewith, for such sum of money as shall be the fair value thereof for the purposes of the lines, the same to be determined in case of dispute by arbitration in manner by article 48 provided in respect of the matters therein dealt with, and such sum of money with interest thereon at the rate of £5 per cent. per annum, calculated from the expiration of the said term of 99 years until payment, shall be paid in sterling by the Government to the Company in London within six calendar months after the amount thereof shall have been determined.

42. It shall be lawful for the Government to purchase all the Company's lines with the stations, station yards, offices, warehouses, works, conveniences, engines, rolling stock, plant, machinery and stores thereto belonging upon the 1st day of January, which shall be either in the year 1914, 1934, or 1954, upon giving one year's previous notice in writing to the Company in London of the intention of the Government to purchase the same and, in case such notice of purchase shall be given, the land provided for the Company under these presents so far as the same shall not have been previously delivered up, with the lines and all buildings, works and machinery thereon (not then already belonging to the Government) and all engines, carriages, rolling stock, plant, machinery and stores used in working the lines, or in connection therewith, or appropriated thereto, shall on the said 1st day of January, 1914, 1934, or 1954, as the case may be, and upon payment of the purchase-money hereinafter mentioned for the same, become the absolute property of the Government, free from all debts and charges whatsoever, and the Company shall thereupon deliver to the Government all the engines, carriages, rolling stock, plant, machinery and stores used upon or in connection with or appropriated to the lines, and all surveys, plans, sections, printings, writings, drawings and documents whatsoever in any wise relating thereto. The Government shall on the day on which the lines and the other premises mentioned in this article shall, under this Article, become the property of His Highness the Nizam, pay to the Company in London in sterling so much of the several sums mentioned in article 22 as shall be unredeemed, together with a bonus of £25 per cent. upon the amount unredeemed.

43. In case of any breach on the part of the Company of any of the provisions herein contained, it shall be lawful for the Government, upon the

report of an Inspecting Officer, to give to the Company in London six calendar months' notice in writing of the intention of the Government to terminate the interest of the Company in the lines and works, and the land provided for the same, and unless the default or breach shall be made good or remedied prior to the expiration of the said six calendar months, or such further period, if any, as shall be agreed between the Government and the Company, or determined by arbitration under article 48, it shall be lawful for the Government on the expiration of the same six calendar months, or such further period, as the case may be, and upon payment of the amount next hereinafter mentioned, to assume possession of the lines, works and land, and of the engines, carriages, rolling stock, plant, machinery and stores belonging or appropriated to the lines free from all debts and charges whatsoever. And in case of such possession being assumed, the Government shall pay to the Company in London in sterling so much of the said sums mentioned in article 22 as shall be unredeemed.

44. Upon the Government acquiring the right of possession of the lines and the interest of the Company in the same terminating under any of the three articles last hereinbefore contained, the obligations of the parties hereto under any of the provisions of these presents (save the provisions in such three articles) shall as to any future operation thereof cease. But it shall be lawful for the Government, out of any moneys payable by them to the Company under any of such articles, to deduct the amount (if any) of money in the hands of the Company, representing sanctioned capital remaining unexpended.

45. The Company shall not acquire any interest in respect of those sections of the Great Indian Peninsula Railway now existing or already sanctioned in the territories of His Highness the Nizam, nor in any concession already made to the West of India Portuguese Guaranteed Railway Company, nor in respect of those portions of the Bellary Branch of the Madras Railway Company or the Khamgaon and Amraoti State Railways now worked by the Great Indian Peninsula Railway Company, but, save as herein excepted, the Company shall have the preference to make and construct all railways within the territories of His Highness the Nizam, subject to their acceptance within six months of the offer on the terms to be named by the Government of His Highness the Nizam for carrying out any such railways, such terms not being less favourable to the Company than those to be given to any other parties.

46. And it is mutually agreed that the sum of £200,000, to be deposited by the Company under article 23 in the National Provincial Bank of England, Limited, shall be paid out to two Trustees, one to be appointed by the Government, and the other by the Company, and such Trustees shall stand possessed of the same upon the trusts following, that is to say:

(*a*) To invest the same, in the names of the Trustees, in any of the public stocks, funds, or securities of the British Government in England or India, or any other stocks, funds or securities agreed upon between the Government and the Company,

with power from time to time to vary the investments for others of a like nature.

(*b*) To pay the dividends, interest, and income, as and when received, to the Government, so long as the Government shall not make default in punctual payment of the said annuity payable by the Government to the Company under article 25.

(*c*) In the event of any such default as aforesaid from time to time to raise out of the said dividends interest and income, or by sale of an adequate part of the principal, and to pay to the Company such moneys as the Government shall have hereinbefore agreed to pay to the Company, and shall have failed to pay on the due date, together with interest on all such moneys at the rate of 5 per cent. per annum from the due date thereof until payment.

(*d*) And subject to the trusts hereinbefore declared in trust for the Government.

And the Government agrees, so long as the said annuity is payable to the Company under the provisions of these presents, forthwith to pay and make good to the Trustees from time to time such sum or sums as the Trustees may, under the trusts in sub-article (*c*) of this article contained have raised by sale of any part of the stocks, funds, or securities aforesaid, to the intent that the said Trust Fund may always be maintained during the period of the said annuity at the full value of £200,000.

Provided always, that in the event of the death or resignation of either of the said Trustees, or of their respective successors in the trust, a new Trustee shall be appointed in his place by the Government if the Trustee so dying or resigning shall have been originally appointed by the Government, and by the Company if the Trustee so dying or resigning shall have been originally appointed by the Company. The Trustees shall be recouped all expenses reasonably incurred by them in respect of the said trusts and may be paid a yearly fee not exceeding £100 each for their services in relation thereto, and unless otherwise agreed between the Government and the Company, such expenses and fees shall be treated as part of the working expenses of the Company.

47. The balance of the annuity to be paid by the Government to the Company in pursuance of article 25 from time to time remaining in the hands of the Company after each half-yearly payment of the interest specified in that article shall be immediately paid over by the Company to the Trustees mentioned in article 46.

The said Trustees shall, during the period of 20 years mentioned in article 25, invest all moneys received by them in respect of such balance of the said annuity in manner mentioned in article 46, paragraph (*a*), and shall hold the stocks, funds and securities in which the said money shall be invested, and the accruing interest and dividends thereof, in trust to be accumulated and to form a sinking fund for the redemption of debenture capital, and

after the expiration of the said period of 20 years shall apply the said sinking fund or any part or parts thereof in the redemption of any debenture capital of the Company, in such manner and at such times as shall be requisite having regard to the terms of issue of such debenture capital and subject thereto in such manner and at such times as the Government and the Company shall agree.

On the determination of the contract, any balance of the said sinking fund which shall then remain unapplied shall, in the event of the Government purchasing the undertaking under article 42, or in the event of a forfeiture under article 43, and up to the amount payable in respect of the debenture capital of the Company for the time being unredeemed and subsisting, and any interest thereon and all moneys for the time being payable by the Company to the Government, be treated as and applied by the Trustees in part payment of the money payable by the Government to the Company under those articles respectively, and in the event of the said term of 99 years expiring by effluxion of time, any such balance shall be applied in repayment, so far as the same will extend, of the debenture capital of the Company, or so much thereof as immediately before the expiration of the said term shall have been unredeemed and subsisting, and interest thereon and subject thereto shall be applied in payment to the Government of any moneys then payable by the Company to the Government, and subject thereto the balance shall belong to the Company.

48. If the Government and the Company shall fail to agree touching any matter with respect to which their agreement is required by these presents, or if any dispute or question shall arise as to the necessity for or the character, situation or extent of any work proposed by the Company or required by the Government to be executed by the Company under any of the provisions hereinbefore contained, or if any case whatsoever (except with respect to matters referred to in article 34), any dispute, question or controversy shall at any time arise between the Government and the Company touching these presents, or the construction or operations hereof, or the rights, duties or liabilities of either party in relation to the premises, then and in any of such cases the matter as to which the Government and the Company shall fail to agree, or the matter in difference as the case may be, shall be submitted to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the Company and the duty of such Board shall be to enquire into and equitably adjust and determine such disputes, and if unable to do so by reason of difference of opinion amongst the members thereof, or for any other reason, to refer the said dispute for determination to an Umpire, to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration, or in case the said Board shall not, within fourteen days after the dispute or difference shall have been referred to them, have appointed the said Umpire, the appointment of an Umpire may be made upon the application of either party by Her Majesty's Secretary of State for India, and the decision of such Board, or in the event of there not arriving at a decision, as aforesaid, of such Umpire shall be final and binding upon both parties

and no appeal shall lie therefrom, and upon every such reference, the Board of Arbitration and Umpire shall respectively have power to examine witnesses upon oath or affirmation, and to fix, settle and determine the amount of the cost of the reference and award respectively or incidental thereto to be paid by both parties or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for, the provisions of the Railway Companies Arbitration Act, 1859, shall, *mutatis mutandis*, have effect in relation to every arbitration under this indenture.

IN WITNESS whereof the Government, by its duly accredited representative, has executed this agreement, and the Company have hereunto caused their common seal to be affixed the day and year first above written.

Signed, sealed, and delivered by the Sirdar Diler Jung, in the presence of

For the Government,

SIRDAR DILER JUNG (L.S.)

R. H. WHITE,
6, Whitehall Place,
Solr.



The Common Seal of His Highness the Nizam's Guaranteed State Railways Company, Limited, was hereunto affixed in the presence of

JOHN STRACHEY,
Director.

G. H. M. BATTEN,
Secretary.

No. XXX.

MEMORANDUM of an AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the NIZAM regarding the transfer to HIS HIGHNESS the NIZAM'S STATE RAILWAYS COMPANY, LIMITED, of the RAILWAY between WADI and SECUNDERABAD—1885.

Whereas the line of railway known as the Nizam's State Railway and running from Wadi to Hyderabad and Secunderabad is now managed by the British Government, in virtue of an agreement concluded between the Government and His Highness the Nizam on the 19th of May 1870:—And whereas His Highness the Nizam, with the consent of the British Govern-

ment undertook, in an agreement concluded on the 27th December 1883 with His Highness the Nizam's Guaranteed State Railway Company, Limited, to transfer the said line subject to the fulfilment of certain conditions specified in the 20th and 23rd articles of that Agreement, and to certain reservations:—And whereas His Highness the Nizam has assured the British Government that the aforesaid conditions have been fulfilled, and has requested the British Government to deliver to His Highness the Nizam's Guaranteed State Railway Company, Limited, possession of the existing railway from Wadi to Hyderabad and Secunderabad, in accordance with article 20 of the said agreement of the 27th December 1883:—Therefore His Highness the Nizam hereby undertakes and promises to the British Government, in respect of the reservations aforesaid as follows:—

1. In the event of the said Nizam's Guaranteed State Railway Company, Limited, failing to maintain and work the existing railway from Wadi to Hyderabad and Secunderabad as a five feet six inch gauge line in the manner and according to the provisions of the agreement dated the 27th December 1883, then the operations of the agreement entered into between the British Government and His Highness the Nizam on the 19th May 1870 shall receive and become of full effect; and the rights of the British Government under the said agreement shall be the same as if the British Government had never delivered the said line to the Company.

2. His Highness the Nizam will cause the Company, and its lines of railway and undertaking, to be subject to provisions as nearly similar as circumstances and the provisions of the agreement dated the 27th December 1883, will admit of, to those contained in the Indian Railway Acts of 1879 and 1883, and the Indian Telegraph Act, 1876, and if the British Government shall think fit in any subsequent Acts affecting railways or telegraphs which may be hereafter passed by the British Government.

3. His Highness the Nizam will, so far as lies in his power under the terms of the agreement, cause the Company to observe the rules for the time being in force in the case of Indian State Railway telegraphs or such of the said rules as the British Government may from time to time prescribe for their observance; and will cause the Company to pay the charges of the Telegraph Department of the British Government for the rent, maintenance and inspection of the telegraphs and telegraphic appliances provided for their use.

4. His Highness the Nizam will, whenever he may be called upon to do so, render to the British Government all assistance that may be considered by the British Government necessary for obtaining from the Company the discharge of their obligations to the British Government in respect of the matters mentioned below:—

(*a*) Under article 13 of the aforesaid agreement, dated the 27th December 1883, which provides for the free carriage of mails, and servants of the post office in charge thereof, and also (when they are on duty) of all officers and persons in the administration of the Post Office of the British Government for the conveyance of troops and sailors in the service of the British

Government when on duty, and all police officers, engineers, artizans and other persons when employed in the business of the British Government at the rates specified in the said article 13 for the conveyance of military establishments, horses and other animals used for military purposes, guns, ammunition, military stores, carriages, waggons, camp equipage and equipments and all public stores whatever of the British Government, at the lowest rates ordinarily chargeable for the time being by the Company for the carriage of such animals, goods, merchandise and stores respectively, and for priority of the privileges recited and of the requirements of the British Government over the public use of the lines.

(*b*) Under article 14 of the same agreement, which provides that the Company shall convey gold and silver bullion and coin and copper coin belonging to the British Government, and the persons in charge thereof, at special rates to be from time to time agreed upon between the British Government and the Company.

(*c*) Under article 15 of the same agreement, which provides that the British Government shall be at liberty to construct, maintain, use, and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof; that it shall be lawful for the British Government for such purposes to enter at all reasonable times by its agents, workmen, or others on the lines or any part of them, and to erect, maintain, make, do, and execute thereon all such buildings, machinery, works, acts, and things not unnecessarily obstructing the working of the railway as it shall consider necessary or proper in relation to the construction, maintenance, use, and working of the said telegraphs and telegraphic appliances; that the British Government shall not, in respect to such matters or any of them, be subject to the control or interference of the Company; that all buildings, machinery, works, and appliances erected or brought by or on behalf of the British Government on the lines or any part thereof shall be and remain the property of the British Government, and shall be removable by it at pleasure; and that the Company shall at all times furnish the British Government with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working, or inspection of all electric telegraphs and telegraph appliances hereinbefore referred to or any buildings or works appertaining thereto.

(*d*) Under article 16 of the same agreement, which provides that the British Government has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the British Government, from time to time require for the purposes of working the lines, and to allow the Company to have the exclusive use (so long as they shall work the lines) of such telegraphs and telegraphic appliances, and to maintain the same in good repair and good working condition; and that the working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost; but that the Company will not be permitted to themselves construct or provide any such electric telegraphs or telegraph

appliances unless licensed so to do under the aforesaid Telegraph Act of 1876.

(*e*) Under article 38 of the same agreement, which provides that the Company shall, from time to time, upon the requisition of the British Government, make reasonable arrangements for the use of their railway lines for the passage of engines and trains of other railways, for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restriction.

(*f*) Under any other articles of the said agreement of the 27th December 1883, wherein an obligation on the part of the Company towards the British Government may be expressed or implied.

5. His Highness the Nizam will supply the British Government, for statistical purposes, with copies of the periodical accounts and returns which may be rendered to His Highness under the provisions of Article 36 of the aforesaid agreement.

6. His Highness the Nizam will appoint an inspecting officer for the purposes specified in Articles 6, 8, 9, and 10 of the said agreement of the 27th December 1883, upon receiving the approval of the British Government to the said appointment; and further whenever the office of inspecting officer may become vacant will from time to time make appointments to the said office, subject to the approval of the British Government

Signed by the Resident at Hyderabad on the part of the British Government this the 30th day of April in the year one thousand eight hundred and eighty-five.

(Sd.) J. G. CORDERY,
Resident.

Signed and sealed on the 30th day of April one thousand eight hundred and eighty-five, A.D. 1885, 1302 Hijri.

(Sd.) SALAR JUNG,
MUKHTAR-UL-MULK.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FOREIGN DEPARTMENT, SIMLA;
The 26th May 1885.

(Sd.) H. M. DURAND,
Secretary to the Government of India.

NO. XXXI.

TRANSLATION OF AN ORDER OF HIS HIGHNESS THE NIZAM'S GOVERNMENT, DATED $\frac{14\text{TH RAJAB } 3104 \text{ H.}}{8\text{TH APRIL } 1887}$.

At the request of the Resident, and with the approval of His Highness the Nizam, it is hereby notified that the Indian Telegraph Act (XIII of 1885) and the rules framed thereunder will be considered applicable to all the existing and future telegraph lines in the Hyderabad State.

No. XXXII.

AGREEMENT for the CONSTRUCTION and WORKING of the HYDERABAD-GODAVERI VALLEY RAILWAY, dated 16th March 1897.

THIS AGREEMENT made the sixteenth day of March 1897, Between THOMAS GEORGE ROBINSON of the National Provincial Bank of England, Bishopsgate Street Within, in the City of London, acting on behalf of THE GOVERNMENT OF HIS HIGHNESS THE NIZAM of the Hyderabad State of the one part and HIS HIGHNESS THE NIZAM'S GUARANTEED STATE RAILWAYS COMPANY, LIMITED (hereinafter called the Company) of the other part.

Preamble.

WHEREAS this Agreement is intended to be supplemental to an Indenture dated the 27th day of December 1883, and made between the Government of His Highness the Nizam of the 1st part, and the Company of the 2nd part, being an Agreement for the construction and working of the New Railways therein mentioned from Hyderabad to Warungul and other places as therein mentioned to the intent and so that this Contract shall be read and have effect as if it contained a full recital of the said Indenture, but it is intended that except in so far as any of the provisions of the said Indenture are expressly incorporated herein this Contract shall be entirely independent of the Contract contained in the said Indenture.

AND WHEREAS the Government of His Highness the Nizam is desirous that the new line of Railway, hereinafter mentioned should be made in manner hereinafter provided within the territories of His Highness.

AND WHEREAS certain surveys, plans, drawings, specifications, schedules of quantities and estimates and reports have been prepared by direction of the Government for the construction and equipment of such new line or some parts or part thereof,

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared as follows:—

Interpretation of terms.

1. In this Contract the following expressions shall have the following meanings respectively if not inconsistent with the subject or context:

The "Government" means the Government for the time being of His Highness the Nizam and his successors and it shall include the Nizam and his successors.

The "Agreement of 1883" means the said Indenture of the 27th day of December, 1883.

"The existing line" means the lines between Wadi and the south-eastern frontier near Bezwada, including the Mineral Branch between Dornakal and Yellandu.

"The new line" means the new Railway, intended to be constructed under this Contract.

"The lines" means all lines for the time being forming part of the undertaking of the Company.

"Inspecting Officer" means an Inspecting Officer or Officers appointed by the Government and approved by the Government of India for the purpose of this Contract.

"Month" means calendar month.

Company to construct extension line.

2. The Company shall construct at the times and in manner and subject to the provisions hereinafter prescribed and contained a single line of Railway of the metre gauge about 380 miles in length, to extend from Hyderabad to Manmar and which shall be called or distinguished by the name of the Hyderabad-Godaveri Valley Line of His Highness the Nizam's Guaranteed State Railways. The standard dimensions of fixed structures and rolling stock as laid down by the Government of India for the said gauge shall be strictly followed.

Government to deliver to Company surveys, plans, etc., to be adhered to as nearly as may be.

Situation of stations, etc., to be approved by Government.

3. The Government shall at the time of execution of this Contract deliver to the Company all the said surveys, plans, drawings, specifications, schedules of quantities and estimates and reports already prepared for the construction and equipment of the new line as aforesaid, and the same, subject to such alterations thereof and deviations therefrom as shall from time to time be agreed between the Government and the Company, shall be adhered to and adopted as nearly as circumstances will permit. The situation and extent of all stations, station yards, sidings, offices, warehouses, buildings, conveniences, and appurtenances to be constructed in connection with the new line shall be subject to the approval of the Government.

The cost already incurred and to be incurred by the Government in relation to the said surveys, and all other surveys undertaken and carried out from the date on which the services of Mr. A. C. Newcombe were engaged for that purpose, and of all plans, drawings, specifications, schedules of quantities and estimates and reports prepared in connection therewith shall be ascertained and repaid by the Company to the Government and the amount thereof shall be a charge against the capital account of the new line within the meaning of Article 31.

Government to provide lands.

4. The Government shall after the definite selection of the route and direction of the new line, or of any part or parts thereof, and as and when required by the Company, provide free of cost to the Company the lands which shall be permanently or temporarily required for the construction of the new line or for the part or parts so selected and for the works

connected therewith, and for the stations, station yards, sidings, offices, warehouses, conveniences, and appurtenances aforesaid, and shall give to the Company possession of the lands so provided. All land of which possession shall be so given which shall not be permanently required for the purposes of the Company shall, as soon as practicable, be delivered up by the Company to the Government.

and permit Company to take stone, sand, etc, for construction.

The Government will permit the Company to take, free from any royalty or other payment, such stone, sand, gravel, earth, brick, earth and local products suitable for conversion into lime and mortar, being respectively the property of the Government, as may be *bonâ fide* reasonably necessary for the purposes of the construction of the new line or any part thereof, provided that the same be taken only from such places within a convenient distance from the works as shall be agreed upon between an officer to be appointed by the Government on the one hand and the Company on the other hand.

5. The Company shall, on receiving possession of the lands provided under the last preceding Article, proceed with diligence in the construction, in accordance with the said surveys, plans, specifications and other documents (subject to such alterations thereof and deviations therefrom as aforesaid), of the new line, and of all such stations, station yards, sidings, offices, warehouses, conveniences and appurtenances as aforesaid, including all works necessary or expedient to secure their permanence, and for the protection of the same against injury by inundation or otherwise, and will complete the new line within a period of four years from the date of obtaining possession of all the lands for the same.

Company to complete construction within four years of obtaining possession of all the land.

6. The Company may, from time to time, as often as an Inspecting Officer shall certify that any portion of the new line is fit for conveyance of passengers and goods, open the same portion for public traffic. And the Company shall open the new line for public traffic throughout and with a good and sufficient stock of engines, carriages, waggons, plant and machinery for working the same in conformity with the provisions of this Contract when and so soon as an Inspecting Officer shall have certified that the new line is complete and fit for the conveyance of passengers and goods throughout. During the construction of the new line all materials to be used and also the manner in which the works are performed shall be subject to the inspection and approval of an Inspecting Officer.

Company may on certificate of inspecting officer open portions of line for traffic, and shall open the whole on such certificate. During construction materials and works to be open to officer's inspection.

7. Upon the new line being completed and opened for public traffic throughout, the Government will free of all rents grant to the Company, if required by them, a lease of, or otherwise secure to the Company a right and title to so much and such parts of the land provided under Article 4 as shall be permanently required for the purposes of the Company and the railways and

Upon line being completed and opened, Government to grant Company lease of the land for term of Agreement of 1883.

works constructed thereon, for a term equal to the remainder of the term of 99 years agreed to be granted by the Agreement of 1883 and the Government shall guarantee to the Company the right to and possession of such land as against any claimant, but shall not be called upon to show any title thereto.

The amount of all expenses to be incurred by the Government and by the Company in relation to the said lease (if any) shall be a charge against the capital account of the new line within the meaning of Article 31.

The Company to keep the new line in good working order, and properly equipped.

8. The Company shall keep the new line or so much thereof as shall for the time being have been opened for traffic and all the stations, station yards, offices, warehouses, conveniences and works thereto belonging, in good repair, and sufficiently supplied with engines, carriages, rolling stock, plant and machinery, and shall keep the whole in good working condition. The whole shall at all times be open to the inspection of an Inspecting Officer, and the Company shall afford to every Inspecting Officer all such facilities as may be reasonably requisite to enable him to perform his duties. The Company shall upon notice in writing from the Government forthwith execute all such works and do all such things as upon the report of an Inspecting Officer shall be found to be necessary for keeping the new line in good repair and in good working condition, and sufficiently supplied as aforesaid. On receiving any such notice the Company shall with all reasonable speed execute and do the works and things described therein. If in any case the Company shall fail to execute and do such works and things to the satisfaction of an Inspecting Officer within a reasonable time, the Government may execute and do the works and things, or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money properly expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of £3½ per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same.

Powers of Government in case of default by Company.

Provision for additional works, rolling stock, etc., after opening of new line for traffic.

9. After the new line shall be opened for traffic throughout the Government may from time to time, upon the report of an Inspecting Officer, by notice in writing, require the Company to carry out at their own cost any reasonable alteration or improvement in or addition to the line, or in or to any stations, station yards, offices, warehouses, conveniences or works therewith connected respectively, which may be necessary for the safety of passengers or of the public, or for accommodation of increased or increasing traffic, and to supply such additional engines, carriages, rolling stock, plant and machinery as the Government may consider necessary. Such notice shall specify the alteration, addition or improvement required, and also shall in

general terms describe the works to be executed for the purpose of carrying out such alteration, addition or improvement. On receiving any such notice the Company shall, with all reasonable speed, execute the works described therein, the Government providing (on terms similar to those on which land is to be provided under Article 4) any land that may be required for the purpose, and granting to the Company a lease of, or other title as aforesaid, to such land, for the period in Article 7 mentioned, and upon the same terms. If in any case the Company shall fail to execute and complete the works to the satisfaction of an Inspecting Officer, and within a reasonable time, the Government may execute the works or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of £3½ per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same. Provided, nevertheless, that the Company shall not be called upon to do or perform any work, or incur any expense, under this Article for which additional capital would be required, unless and until the Government shall have guaranteed such interest thereon, and for such period as shall enable the Company to raise the additional capital, the rate of such interest to be fixed by Agreement between the Government and the Company or in default of such Agreement by arbitration under the provisions in that behalf hereinafter contained.

Government may prohibit use of condemned engines or plant.

10. The Government may from time to time prohibit the Company from using any engine, carriage, waggon, vehicle, boat, machine, or appliance, of any kind whatsoever the use of which shall be declared by an Inspecting Officer to be attended with danger to passengers or the public, and the Government may, by taking possession of such engine, carriage, waggon, vehicle, boat, machine or appliance, or by such other means as they shall think fit to employ, prevent the Company from using the same.

Company to run at least one train per day from end to end of the new line.

11. The Company shall, unless hindered or prevented by accident or any other matter beyond their own control, cause at least one train daily to be run from either extremity of the portion of the new line which shall for the time being have been opened for traffic, to the other extremity of the same line and so as to afford reasonable convenience for the Post Office, either of the Government or of the Government of India.

Rates not to exceed (except by Agreement with Government) those of the existing line.

12. The rates and fares to be charged by the Company for the carriage of passengers and goods respectively, over the new line, shall not, unless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time prevailing on the existing line.

13. The Company will at all times convey free of charge on the new line and on any part thereof which for the time being shall have been opened for traffic, the mails and post office bags of the Government and of the Government of India, and the guards and other servants of the Post Office of either of such Governments in charge thereof, and also (when they are on duty) all officers and persons in the administration of the Post Office of the Government and of the Government of India. The Company will also at all times convey all troops and sailors in the service of the Government and of the Government of India when such troops are on duty, and all police officers, engineers, artizans and other persons when employed in the business of the Government or of the Government of India at rates calculated as follows, *viz.*, all commissioned officers and persons in a similar station in life in the service of the Government or of the Government of India shall be entitled to travel in first class carriages at second class fares; troops, sailors and artizans (under the rank of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons as aforesaid at the lowest fares. To every 100 men conveyed at the lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first class passenger free of charge. The Company will also at all times convey all military establishment not hereinbefore specified, all horses and other animals used for military purposes, guns, ammunition, military stores, carriages, waggons, camp equipage and equipments and all public stores of what kind soever of the Government and the Government of India at the lowest rates for the time being ordinarily chargeable by the Company for the carriage of such animals, goods, merchandise and stores respectively. The several privileges of conveyance and carriage hereby stipulated for shall at all times be enjoyed and all other reasonable requirements of the Government or of the Government of India shall be complied with in preference to and with priority over the public use of the new line.

Company to carry mails, guards, troops, etc.

14. The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government or to the Government of India and the persons in charge thereof at special rates, to be from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company.

Company to carry Government bullion, etc., at special rates.

15. The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphic appliances as it shall think fit along the new line or any part or parts thereof; and it shall be lawful for the Government of India for such purposes to enter at all reasonable times, by its agents, workmen or others on the new line or any part thereof, and to erect, maintain, make, do and execute thereon all such buildings, machinery, works, acts and things not unnecessarily obstructing the working of the new line as it shall consider necessary or

Electric telegraphs may be constructed by Government of India

proper in relation to the construction, maintenance, use and working of the said telegraphs and telegraphic appliances. And the Government of India shall not, in respect to such matters or any of them, be subject to the control or interference of the Company.

All buildings, machinery, works and appliances erected or brought by or on behalf of the Government of India on the new line or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleasure.

The Company shall at all times furnish the Government of India with such free passes over the new line as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertaining thereto.

Government of India to construct telegraph for Company's use.

16. The Government of India has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the Government of India, from time to time require for the purposes of working the new line, and to allow the Company to have the exclusive use (so long as they shall work the line) of such telegraphs and telegraphic appliances and to maintain the same in good repair and good working condition. The working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost. But the Company shall observe the rules for the time being in force in the case of Indian State Railway Telegraphs or such of the said rules as the Government of India may from time to time prescribe for their observance. And the Company will pay the charges of the Telegraph Department of the Government of India for rent, maintenance and inspection of the telegraphs and telegraphic appliances provided under this Article for their use.

Materials, plant, etc., to be imported free of custom duties.

17. All materials, plant, engines, rolling stock, machinery and utensils required for the construction and equipment of the new line, or for the maintenance and working thereof shall be permitted to be passed and imported into the territories of the Government free of all customs, charges and import duties or other imposts.

Government to provide police force and Railway Magistrate.

18. The Government shall provide and maintain for the purposes of the new line such a force of police as the Company, with the approval of the Government, shall from time to time require, and also if the Company with the like approval shall require, a Railway Magistrate, which police force and Railway Magistrate shall be under the direction of the British Resident at Hyderabad, provided that in case of difference between the Government and the Company as to the extent of the force required for the preservation of law and order the determination of the question shall rest with the Government. The cost of providing and maintaining the whole force of police employed for the purposes of the new line and

the salary of the Railway Magistrate, including all pensionary and gratuity charges, if any, shall be defrayed as follows (that is to say), three-tenths thereof shall be borne by the Government and the remaining seven-tenths shall be borne by the Company.

Company to be subject to provisions of Indian Railway Act, 1890, and Telegraph Act, 1885.

19. The Company and the new line and undertaking shall be subject to provisions as nearly as circumstances will admit of, and having regard to the provisions of this Contract, similar to those contained in the "Indian Railway Act, 1890," and the "Telegraph Act of 1885" of the Indian Legislative Council, and, in any subsequent Acts affecting railways or telegraphs to be hereafter passed by the Government of India; and the Government will pass an Act or Acts or issue an Edict or Edicts for the purpose of giving to the Company like powers to those contained in the said Acts of the Legislative Council and such further Acts or Edicts for facilitating the business and operations of the Company as the Company shall require and the Government shall approve.

Capital of Company for this Contract to be raised by redeemable Mortgage Debentures.

20. The capital of the Company for the purposes of this Contract, shall be raised by the issue of redeemable mortgage debentures bearing interest at such rate and to be issued in such manner and upon such terms and at such time or times and as shall be agreed between the Government and the Company, such debentures shall constitute a first charge on the new line and a second charge on the existing line and the interest payable on such debentures shall after the expiration of the guaranteed period mentioned in Article 22 hereof form a first charge on the net earnings of the new line and a second charge on the surplus earnings of the existing line after providing for the interest and Sinking Fund (if any) for the time being payable on so much of the debenture capital authorized to be created under clause 22 of the Agreement of 1883 as shall for the time being be outstanding.

Capital to be paid into Bank.

21. The Company will pay or cause to be paid into the National Provincial Bank of England, Limited, or other the Bank for the time being of the Company the said capital by instalments as and when the money is required for the purposes of this Contract.

Government to pay to Company for 20 years annuity on the debenture capital, not exceeding £2,500,000.

22. The interest which may from time to time accrue due and become payable in respect of the said debenture capital authorised by Article 20, or any part thereof during the construction of the new line, and until the same shall be completed and opened for public traffic throughout, shall from time to time be paid by the Company out of capital, and thereafter the Government will for a period of 20 years, commencing from the time when the new line shall be so completed and opened, pay to the Company, in London, in sterling, by half-yearly payments, on every 1st day of January and 1st day of July, an annuity equal to interest for one

year on the total nominal amount (not exceeding £2,500,000) of the debentures for the time being issued, in pursuance of Article 20 (but only to the extent to which the proceeds of such debentures shall have been paid to the credit of the Company with its Bankers), at such rate as shall have been agreed upon under the same Article as the rate payable in respect of the said debentures, together with one per cent. per annum added to such rate for the Sinking Fund hereafter mentioned, and the Company shall apply the said annuity in payment of interest at the rate to be so agreed upon as aforesaid upon the amount for the time being paid up in respect of such debentures as last aforesaid, and carrying interest, and in providing a Sinking Fund at the rate of one per cent. per annum for redemption or reduction of the same debentures, in accordance with the provisions in that behalf hereinafter contained.

Company to repay Government annuity with simple interest at the same rate as annuity, subject to Articles 30 and 45. Provision as to interest on annuity paid in any half-year, and met from net earnings of the same half-year.

23. The Company shall repay all moneys paid by the Government in respect of the said annuity, and (unless otherwise agreed) in respect of any guarantee of the interest under Article 9 and on all such moneys until repaid, the Government shall be entitled to simple interest at the total rate upon the basis of which the said annuity is payable under the last preceding Article accruing *de die in diem*, and calculated on the same moneys respectively from the respective dates of the payments thereof to the Company until repayment, but such moneys or any interest thereon shall not be repayable or payable to the Government, except so far as the Government shall become entitled to receive the same under the provisions of Articles 30 and 45. Provided nevertheless, that the Government shall not be entitled to interest on any such part of any half-yearly payment of the said annuity or interest as shall be ultimately repaid to the Government out of or by means of the net earnings, as hereinafter defined, of the Company attributable to the half-year, in respect of which the same half-yearly payment of the annuity or interest shall have been made.

Application of gross earnings in payment of working expenses, residue being net earnings.

24. All moneys received by or on account of the Company in India in respect of the working of the new line or any part or parts thereof which shall, for the time being, have been open for traffic, and all income in anywise received by the Company in respect of the undertaking carried on by them under the provisions of this Contract (which said moneys and income are hereinafter collectively termed gross earnings), shall, in the first place, be applicable in payment of the working expenses as hereinafter defined of the new line in such manner that the working expenses of every half-year shall, as far as practicable, be borne by the gross earnings of the half-year, to which such working expenses are properly attributable, and the residue remaining from time to time at the end of each half-year, after debiting all unpaid working expenses incurred up to the end of such half-year, shall be deemed the net earnings of the new line for that half-year, and shall be dealt with accordingly.

"Working expenses" defined.

25. The term "working expenses" shall mean and include the payment of all salaries and wages of the officials and employés of the Company, for the purposes of the new line, and all expenses of and incidental to the management, carrying on and working of the new line, including all costs and expenses incurred by the Company in and about the repairs and maintenance of the new line, with all stations, station yards, offices, warehouses, conveniences, junctions and works, engines, rolling stock, plant and machinery thereto belonging or therewith or thereon used, and all expenses of and incidental to the working and maintenance of any electric or other telegraphic or telephonic communication of the Company, in respect of the new line.

Working expenses to include Company's share of Police charges, but not original cost of construction or equipment of line.

26. In the working expenses there shall be reckoned and included so much of the cost of providing and maintaining a Police Force and Police Magistrate for the purposes of the new line as is not hereby agreed to be borne by the Government, and any other moneys (whether in the nature of a payment towards a reserve fund or otherwise) which the Government and the Company may from time to time agree, or shall in case of dispute be determined by arbitration to be properly chargeable to working expenses. But no part of the cost of the original construction of the new line or any of the stations, station yards, offices, warehouses, conveniences and works or of any additions to the same or either of them, or of the purchase (except by way of replacement or renewal) of any of the engines, rolling stock, plant or machinery belonging to or used with or on or provided for the new line, shall be included in the working expenses of the new line.

Company to keep half-yearly revenue account.

27. The Company shall keep a separate revenue account in which shall be entered all the gross earnings and the working expenses of the new line. The revenue account shall be made up half-yearly to the 30th day of June and the 31st day of December in every year, or to such other days as the Government and the Company shall from time to time agree and arrange.

For the purposes of this Article the working expenses shall be taken to be the actual expenses incurred on the new line so far as such actual expenses can be determined from the separate accounts kept of the new line, together with a fair proportionate share of the Home and Indian general administrative and other charges for which separte accounts on each of the lines cannot be maintained. The shares so chargeable shall be regulated by the gross earnings of each line or such other factor as may be agreed upon between the Government and the Company from time to time, and this principle shall apply during the construction of the new line, except in so far as it is otherwise hereinafter expressly provided, the Revenue Account of the new line shall not be deemed to and shall not form part of the Revenue Account which is to be kept under the Agreement of 1883.

28. Subject to the provisions of this Contract, the Company and their accounts and affairs generally, so far as regards the new line, shall be subject to the reasonable and *bonâ fide* superintendence and control of the Government, and for better enabling the Government to exercise such control and superintendence, the Company shall record and keep in proper books for that purpose full and particular accounts of all their transactions and proceedings, including full and true minutes of all their meetings, meetings of Directors and correspondence, so as at all times to exhibit thereby fully and truly the state of their affairs and proceedings, and the Government and any person or persons appointed by them in that behalf shall, at all reasonable times, have free access to all the books, accounts, papers and documents of the Company except confidential correspondence between the Agent and the Board and communications between the Company and their Legal Advisers, and power to make copies of and extracts from the same, and for the purposes aforesaid, it shall also be lawful for the Government from time to time, to appoint an Official Director of the Company as a member of the Board and from time to time, to remove him and appoint another, a vacancy on the Board being at all times reserved by the Company for such Official Director, and such Official Director shall not be subject to the provisions of Articles 18 to 25 of the Articles of Association of the Company or any other articles which may hereafter be substituted in their place and he shall have all the powers of an ordinary Director and be entitled in all things to act as such, and to exercise at his discretion a right of protest on behalf of the Government in all proceedings whatsoever at Boards of Directors, except proceedings for the purpose of communicating with the Legal Advisers of the Company. PROVIDED ALWAYS that when any question, dispute or difference shall arise the same shall be referred for settlement through the British Resident at Hyderabad to the Government of India in their Railway Department, whose decision shall be conclusive and binding on both parties. Nothing hereinbefore contained shall authorize the Government to appoint or discharge any officer or servant of the Company except such Official Director as aforesaid.

No moneys shall be raised by the Company for the new line for capital or any other purpose without the previous sanction in writing of the Government.

29. Subject to the provisions of this Contract, all the expenses of the Company in relation to the new line shall from time to time be stated and submitted to the Government for their sanction and approval and as between the Company and the Government shall be allowed so far only as the same shall from time to time have been sanctioned and approved by the Government. PROVIDED ALWAYS that in case any dispute or difference shall arise between the Company and the Government regarding any item of expenditure which shall have been incurred or shall be proposed to be incurred, such dispute or difference shall be referred for settlement through the British Resident at Hyderabad to the Government of India in their Railway Department, whose decision shall be conclusive and binding on both parties.

30. Until the new line shall be completed and opened for public traffic throughout, the net earnings thereof shall be applied in the first place in or towards replacing any sum or sums paid by the Company in respect of interest on capital during construction under Article 22 hereof, and subject thereto shall be dealt with in the manner hereinafter prescribed with reference to net earnings after the new line shall be opened.

Application of net earnings.

After the new line shall be completed and opened for public traffic throughout and so long as the Government shall be liable to pay the annuity under Article 22, the net earnings of the new line shall be dealt with as follows, that is to say:—The net earnings of every half-year shall be applied, in the first instance, in or towards repayment of the portion of the said annuity, and (unless otherwise agreed) any further guaranteed interest which shall have been paid in respect of the same half-year. And the residue (if any) of the said net earnings shall be applied in manner following, that is to say:—One moiety thereof or such part thereof less than one moiety as shall be sufficient for the purpose shall be applied in or towards repayment to the Government of such sum or sums of money as shall at any previous time or times have been paid by the Government to the Company in respect of the said annuity, or (unless otherwise agreed) any guaranteed interest, and not been repaid, and subject thereto, in or towards the repayment to the Government of any other sum or sums of money for the time being owing by the Company to the Government in respect of the new line; and the balance, if any, of such moiety of net earnings shall be paid to the Government and the Government shall be entitled to retain the same for its own use and benefit. And the remainder of such net earnings shall be added to and dealt with (under Article 31 of the Agreement of 1883) as part of the net earnings of the Company in respect of the existing line.

During annuity to repayment of the sum paid in same half-year; not more than half residue to re-payment of previous payments of annuity.

Remaining moiety to be dealt with under Article 31 of the Agreement of 1883.

And from and after the expiration of the period of the said annuity the said net earnings of the new line in each year shall be applied as follows, that is to say:—A sum equal to interest for such year at the rate agreed upon under Article 20 on such of the debentures issued under that Article as shall, for the time being, be outstanding, shall be retained by the Company and applied in payment of the interest on such debentures and the balance, if any, of the said net earnings shall be applied as follows, namely:—One moiety thereof in or towards payment to the Government of any sum or sums of money for the time being owing by the Company to the Government in respect of the new line, or, if no moneys shall for the time being remain due by the Company to the Government in respect of the new line, or, if such moiety shall exceed the amount for the time being due by the Company to the

After expiration of annuity a sum on debenture Capital to be retained by Company. Of the balance one half to Government, the other half to be treated as net earnings under Agreement of 1883.

Government in respect of the new line, then the said moiety or so much thereof as shall be in excess as aforesaid, shall be paid to the Government and the Government shall be entitled to retain the same for its own use and benefit. And the remaining moiety shall be added to, and dealt with (under Article 31 of the Agreement of 1883) as part of the net earnings of the Company in respect of the existing line.

Adjustment of accounts as to division of net surplus profits to take place at the end of every year.

PROVIDED ALWAYS that the adjustment of accounts so far as it shall relate only to the division and appropriation for their own use and benefit of the said balance of the said net earnings between and by the Company and the Government respectively, shall take place at the end of every year instead of every half-year, that is to say, up to the end of December in every year.

All moneys payable to the Government under this Article shall be paid in sterling at the current rate of exchange in London or in India in rupees as the Government may elect.

Revenue account to be submitted to Government for audit.

The Company's accounts of all receipts and expenses of the new line shall be audited for the Government by any person or persons appointed by the Government from time to time in that behalf, and the Company shall give every facility and assistance required for carrying out such audit to the satisfaction of the Government. The audit of the Government of the expenses shall be on parallel lines and run concurrently with the audit of the Company. The Company's accounts of the capital expenditure incurred on or in connection with the new line shall also be audited for and on behalf of the Government by the person or persons to be appointed by the Government as aforesaid and the system of audit to be applied in this case will be such as may be necessary with regard to the system of disbursement and accounts that may be adopted and followed by the Company, and the Company shall give every facility and assistance required by the Government for such audit.

The revenue account referred to in Article 27 shall be regularly submitted by the Company to the Government, and may in case of any error being discovered therein be objected to within three months from the rendering thereof. Every such account shall, subject to any such objection and correcton of error, be considered as settled at the expiration of the said period. All books and accounts of the Company and papers and correspondence relating to such accounts shall at all reasonable times be open to the inspection of the person or persons to be appointed by the Government for the audit as hereinbefore provided. Any reasonable expenses of and incidental to the audit on behalf of the Government (including the expenses incurred by the employment by the Government of any person for any purpose connected therewith) shall be paid by the Company and shall form part of the working expenses of the Company, and the statement of the Government of the amount of such expenses shall be conclusive.

Expenses of audit to be included in working expenses.

Capital expenditure as described to be agreed to or admitted by Government.

31. All interest paid on capital during construction and all other expenditure of the Company during or relative to the original construction and completion of the new line, with the stations, station yards, offices, warehouses, conveniences and works thereof respectively, and relative to the cost of supplying the requisite engines, carriages, rolling stock, plant and machinery shall, from time to time, be stated by the Company and submitted to the Government, and as between the Company and the Government such expenditure shall be allowed as capital expenditure so far only as the same shall from time to time be or have been previously agreed to or subsequently admitted by the Government or its representative.

Principle on which questions as to capital expenditure are to be dealt with.

32. If any question shall arise whether any expenditure incurred by the Company is to be treated in the whole or in part as a charge incurred on capital account or how the same is to be dealt with, the same shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant, and machinery, and of substantial improvements of and additions to, old works, rolling stock, plant, and machinery (including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital), and that the cost of repairs, restorations, renewals, or replacements, falls under the head of working expenses, and is not a charge incurred on capital account (provided that the expenses of maintenance or repair necessitated by causes other than fair or ordinary wear and tear if incurred within twelve months after the opening for traffic throughout shall be borne by capital). After the new line has been opened for traffic throughout no portion of the salaries or allowances of any of the Company's permanent supervising or other administrative staff shall be chargeable to capital although for the time being employed partly or wholly in directing or superintending work so chargeable, and no expenses connected with the engagement or passage from or to England of any person in the Company's service shall be chargeable to capital unless such persons shall have been specially engaged to carry out work chargeable to capital, and been actually employed on such work, but, until the new line is opened for traffic throughout, all the expenses of the Company (including all costs and expenses of the Government and of the Company in relation to this Contract) shall be chargeable to capital.

Until opening of line throughout all expenses to be chargeable to capital.

Differences thereon to be decided by Joint Auditor or arbitration.

33. If any difference shall arise between the Government and the Company as to whether any expenditure incurred in any particular case to be treated as a charge incurred on capital account the matter in difference shall be referred to the decision of the Joint Auditor, if the Government and the Company shall have appointed such an officer, but in case a Joint Auditor shall not have been appointed, then the matter in difference shall be referred for final decision to the Company's Auditor or some other person, to be named by the Company and a person to be named by the

Government, or in case of their being unable to agree to an Umpire to be named by them, and in the event of their failing to do so within fourteen days after the difference shall have been referred to them, then the appointment of an Umpire may be made on the application of either party by the Government of India in the Railway Department. The costs of any such reference shall, unless the referees or referee shall otherwise direct, be treated as part of the working expenses of the Company.

Total capital expenditure of the new line to be stated and certified.

34. The Company shall enter all the expenditure allowed under Article 31 in an account to be called "The Capital Account," and when and so soon as the new line and all proper stations, station yards, offices, warehouses, conveniences and works thereof shall have been completed and provided with the necessary engines, carriages, works, rolling stock, plant and machinery, the Government shall, by examination of such account, ascertain and certify the amount of the expenditure. If any further expenditure shall from time to time be made by the Company, or if any payment shall be made by the Company to reimburse the Government for moneys expended by the Government under Article 9, and if it is agreed between the Government and the Company that such expenditure or payment is properly chargeable to Capital, the same shall in like manner be entered in the capital account, and from time to time as occasion shall require the said capital account shall be made up and stated afresh, and the total amount of expenditure entered therein shall be ascertained and certified by the Government. In the said capital account shall also be entered any moneys produced by sale of property originally purchased under expenditure entered in the said capital account under Article 31 or this present Article, and the Government shall from time to time, as may be necessary, ascertain and certify the amount of the excess of the expenditure entered in the capital account over the receipts entered therein.

Company to keep accounts and traffic returns similar to those required by Government of India.

35. The Company shall keep accounts and returns of its traffic in a manner similar to those required by the Government of India to be kept by the Indian Railway Companies whose undertakings are worked under the supervision of the Secretary of State for India, and in forms similar to those in which the like accounts and returns of traffic are required to be kept by such Companies, or in such other manner and form as the said accounts and returns shall for the time being be required by the Government of India, and the Company shall, at its own cost, render all accounts and returns of traffic required to be kept by it, under this section, to the Government at such times as the Government shall from time to time require. And the books and accounts of the Company shall be open to the inspection of the Government at all reasonable times.

Government to endeavour to obtain powers for Company to form junctions with and running powers over other lines.

36. The Government will use their best endeavours to obtain for the Company powers to form junctions with other Railway near to the new line and powers to run the trains of the Company on such other Railways upon reasonable terms and conditions, and

will endeavour to obtain such powers for the Company with reference to any Railways that may hereafter be formed in the territories of the Government, if such Railways be not constructed by the Company.

Company to make arrangements for use of its lines by other Companies in interchange of traffic, etc.

37. The Company will from time to time, upon the requisition of the Government or of the Government of India, make reasonable arrangements for the use of the new line for the passage of the engines and trains of other Railways for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other Railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restrictions.

Signature of notices to be given by Government.

38. Every notice, direction, requisition, appointment, approval or certificate to be given or signed on the part of the Government or of the Government of India for any of the purposes of this contract shall be sufficient and binding if in writing signed by any duly authorised official of the Government, or as the case may be of the Government of India.

Company to keep an office and authorised Agent or Committee at Secunderabad or Hyderabad.

39. The Company shall at all times keep an office established at Secunderabad or Hyderabad as the Company may determine, and shall keep at such office an authorised agent or committee of agency with whom the Government may communicate on affairs concerning the new line. All drafts drawn and receipts given by the said agent or committee of agency, or under his or their authority on behalf of the Company, concerning the new line and the affairs thereof, shall be binding on the Company, and every notice to be given to the Company other than the notices mentioned in any of the several Articles hereinafter contained, which shall be served at the Company's registered office in London, shall be sufficiently given if left at the office first mentioned in this Article, or if personally served on the agent or any member of the said committee of agency.

On expiration of Agreement land, buildings and fixed works, etc., to revert to Government. Company to deliver to Government, plans, surveys, etc., Government to purchase engines, rolling stock, etc., at fair valuation subject to arbitration, and bearing interest at £3½ per cent. per annum until paid.

40. On the expiration of this Contract by effluxion of time, the land which shall have been provided for the Company under this Contract, so far as the same shall not have been previously delivered up by the Company, shall with the lines and all buildings, works and fixed machinery thereon not then already belonging to the Government revert to the Government free from all debts and charges whatsoever. But subject as to such part of such land and premises as are situate in British territory, to the terms upon which the same shall be held by the Company. The Company shall thereupon deliver to the Government all plans, surveys, sections, books, printings, writings, drawings and documents what-

soever in anywise connected with the new line and the affairs thereof and the Company shall sell and the Government shall purchase all engines, carriages, rolling stock, plant and machinery, and stores, which on the expiration of this Contract shall be the property of the Company and used in working the new line, or in connection therewith, for such sum of money as shall be the fair value thereof for the purposes of the new line, the same to be determined in case of dispute by arbitration in manner by Article 46 provided in respect of the matters therein dealt with and such sum of money with interest thereon at the rate of £3½ per cent. per annum, calculated from such expiration as aforesaid, until payment shall be paid in sterling by the Government to the Company in London within six months after the amount thereof shall have been determined.

Powers to Government to purchase new line on 1st January, 1914, 1934, or 1954 on giving 12 months' previous notice and on paying amount of Company's unredeemed Debentures.

41. It shall be lawful for the Government to acquire the new line with the stations, station yards, offices, warehouses, works, conveniences, engines, rolling stock, plant, machinery and stores thereto belonging upon the 1st day of January, which shall be either in the year 1914, 1934 or 1954, upon giving 12 months' previous notice in writing to the Company in London of the intention of the Government to acquire the same, and, in case such notice of acquisition shall be given, the land provided for the Company under this Contract, so far as the same shall not have been previously delivered up, with the lines and all buildings, works and machinery thereon (not then already belonging to the Government) subject as to the land and line in British territory to the terms upon which the same shall be held by the Company, and all engines, carriages, rolling stock, plant machinery and stores used in working the new line, or in connection therewith, or appropriated thereto, shall on the said 1st day of January, 1914, 1934, or 1954, as the case may be, and upon payment of the purchase money hereinafter mentioned for the same, become the absolute property of the Government, free from all debts and charges whatsoever, and the Company shall thereupon deliver to the Government all the engines, carriages, rolling stock, plant, machinery and stores used upon or in connection with or appropriated to the new line and all surveys, plans, sections, printings, writings, drawings, and documents whatsoever in anywise relating thereto. The Government shall on the day on which the new line and other the premises mentioned in this Article shall, under this Article become the property of the Government, pay to the Company in London, in sterling, so much of the debenture capital mentioned in Article 20 as shall be then unredeemed. PROVIDED ALWAYS and it is hereby expressly agreed and declared that, if the Government shall exercise the right of acquiring the new line in the year 1914, then and in that case, the Government shall pay to the Company a bonus of 25 per cent. on so much of the debenture capital mentioned in Article 20 as shall be then unredeemed. Provided also that if the right to acquire the new line shall not be exercised in the year 1914, no bonus shall be payable in the year 1934 or 1954.

42. In case of any breach on the part of the Company of any of the provisions herein contained, it shall be lawful for the Government, upon the report of an Inspecting Officer, to give to the Company in London six months' notice in writing of the intention of the Government to terminate the interest of the Company in the new line and works, and the land provided for the same, and unless the default or breach shall be made good or remedied prior to the expiration of the said six months, or such further period, if any, as shall be agreed between the Government and the Company, or determined by arbitration under Article 46, it shall be lawful for the Government on the expiration of the same six months, or such further period, as the case may be, and upon payment of the amount next hereinafter mentioned, to assume possession of the new line, works and land, and of the engines, carriages, rolling stock, plant, machinery and stores belonging or appropriated to the new line free from all debts and charges whatsoever but subject as to such part of such line and works as are in British territory to the terms upon which the same shall be held by the Company. And in case of such possession being assumed, the Government shall pay to the Company in London in sterling so much of the debenture capital mentioned in Article 20 as shall be then unredeemed.

In case of breach of contract by Company, Government may give notice to terminate Company's interest in the line. Unless the fault or breach is remedied Government may assume possession of line, etc, paying to Company amount of capital unredeemed.

43. Upon the Government acquiring the right of possession of the new line and the interest of the Company in the same terminating under any of the three Articles last hereinbefore contained, the obligations of the parties hereto under any of the provisions of this Contract (save the provisions in such three Articles) shall as to any future operation thereof cease. But it shall be lawful for the Government out of any moneys payable by them to the Company under any of such Articles, to deduct the amount (if any) of money in the hands of the Company, representing capital sanctioned by the Government but remaining unexpended.

Upon termination of Company's interests provisions of contract to cease. But Government may deduct any unexpended capital from moneys payable by it to Company.

44. And it is mutually agreed that the sum of £200,000 referred to in Article 46 of the Agreement of 1883 and the investments for the time being representing the same and the income thereof shall, subject to the terms and conditions of that Article, be held by the Trustees therein mentioned to secure the punctual payment of the said annuity payable by the Government to the Company under Article 22 hereof.

Guarantee Fund under Agreement of 1883 and subject thereto to secure payment of annuity under this Contract.

45. The balance of the annuity to be paid by the Government to the Company in pursuance of Article 22 from time to time remaining in the hands of the Company after each half-yearly payment of the interest

Balance of annuity under Article 22 to be paid to Trustees,

specified in that Article, shall be immediately paid over by the Company to the Trustees mentioned in Article 44.

during period of annuity for investment in sinking fund for redemption of debenture capital, and after expiration of annuity for such redemption subject to terms of issue of the said capital.

The said Trustees shall, during the period of 20 years mentioned in Article 22 invest all moneys received by them in respect of such balance of the said annuity in manner mentioned in Article 46, paragraph (A) of the Agreement of 1883 and shall hold the stocks, funds and securities, on which the said moneys shall be invested, and the accruing interest and dividends thereof, in trust to be accumulated and to form a sinking fund for the redemption of the said debenture capital mentioned in Article 20, and after the expiration of the said period of 20 years shall apply the said sinking fund or any part or parts thereof towards the redemption of the said debenture capital in such manner and at such times as shall be requisite having regard to the terms of issue of such debenture capital and subject thereto in such manner and at such times as the Government and the Company shall agree.

On determination of contract balance of sinking fund to be applied in case of purchase or forfeiture, to part payment of money payable by Government to Company under Articles 41 and 42, and, in case of expiry by effluxion of time, first in repayment of outstanding debenture capital, balance to payment of debts to Government and the remainder shall belong to the Company.

On the determination of this Contract otherwise than by effluxion of time any balance of the said sinking fund which shall then remain unapplied shall, in the event of the Government acquiring the undertaking under Article 41 or in the event of a forfeiture under Article 42 and up to the amount payable in respect of the said debenture capital for the time being unredeemed and subsisting and any interest thereon and all moneys for the time being payable by the Company to the Government, be treated as and applied by the Trustees in part payment of the money payable by the Government to the Company under those Articles respectively, and in the event of the expiration of this Contract by effluxion of time, any such balance shall be applied in repayment, so far as the same will extend, of the said debenture capital or so much thereof as immediately before the said expiration, shall have been unredeemed and subsisting, and interest thereon and subject thereto shall be applied in payment to the Government of any moneys then payable by the Company to the Government subject as aforesaid any such balance shall belong to the Company.

Arbitration clause.

46. If the Government and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract or if any dispute or question shall arise as to the necessity for or the character, situation or extent of any work proposed by the Company or required by the Government to be executed by the Company under any of the pro-

visions hereinbefore contained, or if in any case whatsoever (except with respect to matters referred to in Articles 28, 29 and 33) any dispute, question or controversy shall at any time arise between the Government and the Company touching this Contract, or the construction or operation hereof, or the rights, duties, or liabilities of either party in relation to the premises, then and in any of such cases, the matter as to which the Government and the Company shall fail to agree or the matter in difference as the case may be, shall be submitted to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the Company, and the duty of such Board shall be to enquire into and equitably adjust and determine such disputes and if unable to do so by reason of difference of opinion amongst the members thereof, or for any other reason, to refer the said dispute for determination to an Umpire, to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration, or in case the said Board shall not, within fourteen days after the dispute or difference shall have been referred to them, have appointed the said Umpire, the appointment of an Umpire may be made upon the application of either party by Her Majesty's Secretary of State for India, and the decision of such Board, or in the event of their not arriving at a decision as aforesaid, of such Umpire shall be final and binding upon both parties, and no appeal shall lie therefrom, and upon every such reference the Board of Arbitration and Umpire shall respectively have power to examine witnesses upon oath or affirmation, and to fix, settle and determine the amount of the cost of the reference and award respectively or incidental thereto to be paid by both parties or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for the provisions of the Imperial Act of Parliament known as the Railway Companies' Arbitration Act, 1859, shall *mutatis mutandis* have effect in relation to every arbitration under this Contract.

This Contract subject to ratification by Secretary of State for India and Extraordinary General Meeting of Members of Company If not ratified within six months, may be rescinded.

47. This Contract is subject to ratification by Her Majesty's Secretary of State in Council for India and to ratification by an Extraordinary General Meeting of the Members of the Company, and if this Contract be not so ratified within six months from the date hereof either party may by notice in writing to the other of them rescind this Contract and neither party shall have any claim against the other of them under or in respect of any of the provisions hereof.

Marginal Notes.

48. The marginal notes hereto are for the purpose of convenience only and shall not affect the construction or interpretation of this Contract.

IN WITNESS whereof the said Thomas George Robinson acting for and on behalf of the Government of His Highness the Nizam of the Hyderabad State, has hereunto set his hand and seal and the Company have caused

their Common Seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered by the above-named THOMAS GEORGE ROBINSON in the presence of

W. G. TWEDDLE,
112, Bishopsgate Street,
London,
Solicitor.

T. G. ROBINSON. L. S.

The Common Seal of His Highness THE NIZAM'S GUARANTEED STATE RAILWAYS COMPANY, LIMITED, was affixed hereto in the presence of

ALEX. FRASER
J. CLEGHORN
} Directors.

The seal of His Highness the Nizam's Guaranteed State Railways Company, Limited.

W. G. HALL,
Managing Director.

Resealed 29th June 1897.

See Resolution No. 983 of Board.

Passed 29th June.

No. XXXIII.

NOTIFICATION.

Fort William, the 18th December, 1902.

MEMORANDUM of AGREEMENT between the BRITISH GOVERNMENT on the one part and the HYDERABAD STATE on the other part, concluded by LIEUTENANT-COLONEL SIR DAVID WILLIAM KEITH BARR, K.C.S.I., I.S.C., duly authorised by the Viceroy and Governor-General of India in Council for that purpose, and by the MAHARAJA PESHKAR KISHEN PERSHAD BAHADUR, MINISTER to HIS HIGHNESS THE NIZAM, on behalf of the HYDERABAD STATE.

Whereas by the Treaties concluded between the British Government and the Hyderabad State on the 21st May 1853 and the 26th December 1860, the Berar districts were assigned to the British Government for the maintenance of the Hyderabad Contingent, the surplus, if any, from the Assigned Districts being paid to His Highness the Nizam.

And whereas the British Government and His Highness the Nizam desire to improve this arrangement.

And whereas it is inexpedient in the interests of economy that the Assigned Districts should continue to be managed as a separate administration or the Hyderabad Contingent as a separate force.

And whereas it is also desirable that His Highness the Nizam should receive a fixed instead of a fluctuating and uncertain income from the Assigned Districts.

The following terms are hereby agreed upon between the Viceroy and Governor-General of India in Council and the Nawab Mir Sir Mahbub Ali Khan Bahadur Fateh Jung, Nizam of Hyderabad:—

(i) His Highness the Nizam, whose sovereignty over the Assigned Districts is reaffirmed, leases them to the British Government in perpetuity in consideration of the payment to him by the British Government of a fixed and perpetual rent of 25 lakhs of rupees per annum;

(ii) The British Government, while retaining the full and exclusive jurisdiction and authority in the Assigned Districts which they enjoy under the Treaties of 1853 and 1860, shall be at liberty, notwithstanding anything to the contrary in those Treaties, to administer the Assigned Districts in such manner as they may deem desirable, and also to redistribute, reduce, re-organise and control the forces now composing the Hyderabad Contingent, as they may think fit, due provision being made as stipulated by Article 3 of the Treaty of 1853 for the protection of His Highness's Dominions.

D. W. K. BARR.

KISHEN PERSHAD.

Hyderabad Residency, the fifth day of November in the year of Our Lord one thousand nine hundred and two, corresponding to the third day of Shaban in the year of the Hijra one thousand three hundred and twenty.

Approved and confirmed by the Government of India.

By order,

(Sd.) LOUIS W. DANE,

Officiating Secretary to the Government of India in the Foreign Department.

FORT WILLIAM;

The 16th December, 1902.

No. XXXIV.

AGREEMENT made between HIS HIGHNESS THE NIZAM OF HYDERABAD (DECCAN) and the GOVERNMENT OF INDIA, 1900.

Whereas His Highness Asaf Jah, Muzaffar-ul-Mamalik, Nizam-ul-Mulk, Nizam ud-Daulah, Nawab Mir Mahbub Ali Khan Bahadur, Fatteh Jung, G.C.S.I., Nizam of Hyderabad (Deccan), maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Hyderabad State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to assist in the instruction of and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness Asaf Jah, Muzaffar-ul-Mamalik, Nizam-ul-Mulk, Nizam-ud-Daulah, Nawab Mir Mahbub Ali Khan Bahadur, Fatteh Jung, G.C.S.I., Nizam of Hyderabad, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontiers of the said State, and so long as they remain beyond those frontiers, they, together with their own commanding officer, shall be attached to the command and be under the orders of the British Officer Commanding the District, Contingent or Force in or with which they are employed or associated.

2. The aforesaid British officer shall, by virtue of this agreement, be authorised to administer in respect of the said troops, so serving beyond the frontiers of the said State, the Military laws and regulations to which they are subject under the laws of the said State and for that purpose and for the due preservation of discipline among the same to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Hyderabad State when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed beyond the territorial limits of the said State shall be carried out

with the sanction and under the orders of His Highness Asaf Jah, Muzaffar-ul-Mamalik, Nizam-ul-Mulk, Nizam-ud-Daulah, Nawab Mir Mahbub Ali Khan Bahadur, Fatteh Jung, G.C.S.I., Nizam of Hyderabad, or of some person to whom the requisite authority in this behalf has been expressly delegated by him.

3. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, His Highness Asaf Jah, Muzaffar-ul-Mamalik, Nizam-ul-Mulk, Nizam-ud-Daulah, Nawab Mir Mahbub Ali Khan Bahadur, Fatteh Jung, G.C.S.I., Nizam of Hyderabad, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, with necessary modifications, of the Indian Articles of War for the time being in force.

4. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the British Officer Commanding the District, Contingent or Force aforesaid.

MIR MAHBUB ALI KHAN,
His Highness the Nizam.

Dated the 24th December 1900.

Approved and confirmed by the Government of India.

By order,

SIMLA;
The 7th May 1901.

H. S. BARNES,
Secretary to the Government of India,
Foreign Department.

PART II.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO

MYSORE AND COORG.

I. MYSORE.

THE present dynasty of Mysore dates from the commencement of the fifteenth century, when two brothers, Vijaya Raj and Krishna Raj, came to Mysore and established a rule which, commencing with a few villages, now comprises the Mysore territory. The ninth Chief in succession took the fortress of Seringapatam from the Vijayanagar dynasty, and speedily enlarged his possessions, which comprised by the year 1704 an area of 15,000 square miles, with a revenue of fifty lakhs of rupees. The direct descent failed on the death of Dodda Krishna Raj in 1731, and thenceforth the real power remained in the hands of the hereditary General of the forces, by whom the Rajas of Mysore were selected.

The first intercourse between the British Government and Mysore was during the struggle for the supremacy of the Carnatic, at which time Mysore was still under Hindu rulers. In this war Haidar Ali, who was destined to supplant the native dynasty by Muhammadan rule, commanded a force which the Maharaja of Mysore had sent to take part in the operations at Trichinopoli. It is unnecessary here to trace the various steps of Haidar Ali's career. By intrigue and force he soon raised himself to the chief power in Mysore, and deposed the Hindu ruler, Chikka Krishna Raj Wadiar. In 1763 the Bombay Government concluded a commercial Treaty (No. XXXV) with him; and in 1766, after his conquest of Malabar, Haidar Ali confirmed (No. XXXVI) all the grants and privileges acquired by the Bombay Government in Malabar.

The rapid extension of the conquests of Haidar Ali over the neighbouring districts made his power dangerous to the peace of the Company's possessions in the Carnatic. Therefore in the Treaty (No. II) concluded with the Nizam in 1766 the English agreed to assist him with a force against Haidar. Scarcely was the treaty concluded when the

Nizam deserted the alliance and joined Haidar Ali in invading the Carnatic. Their united forces were defeated, and the Nizam was detached from the alliance with Haidar by the treaty of 1768 (No. III). Haidar Ali for a time prosecuted the war alone ; but, in the following year, after sustaining severe reverses, and not feeling himself very securely established in his own territories, he evinced a disposition for peace. His overtures, however, were not accepted. In 1769, by a rapid movement of his cavalry, he appeared within five miles of Madras, and the English, fearing the plunder of the town, concluded a Treaty (No. XXXVII) with him in April 1769 on the footing of mutual restitution of conquests and a defensive alliance. The treaty with the Madras Government was followed on the 8th August 1770 by a Treaty (No. XXXVIII) between the Bombay Government and Haidar. Its provisions were chiefly of a commercial nature.

Under the treaty of 1769 Haidar Ali claimed assistance against the Marathas, with whom he was at war, but his request was refused on the ground that he had been the aggressor by withholding the chauth which was due. He was reduced to great difficulties by the Marathas and was glad to make peace on very disadvantageous terms. During the distractions at the Poona Court Haidar recovered most of the territories which had been wrested from him by the Marathas, but he never forgave the English for refusing him assistance in his difficulties.

When war was declared between England and France in 1778, it was determined to drive the French from all their possessions in India. Chandarnagar, Masulipatam, Karikal, and Pondicherry surrendered without resistance, and there remained to the French only the small station of Mahé on the Malabar coast. Mahé was situated in the territories of a petty Chief who was tributary to Haidar Ali, and the British Government resolved to attack it, notwithstanding the threat of Haidar Ali to retaliate by an invasion of the Carnatic. The place was taken in 1779. Haidar Ali, as well as the Nizam, was further irritated by the arrangements made with Basalat Jang respecting the Guntur Circar. Having collected a large force, Haidar burst into the Carnatic in 1780, when the British Government were pressed for money and troops and ill prepared to meet him. Notwithstanding many brilliant successes in the campaign which ensued, the British army was so crippled by a defective commissariat that it could effect nothing decisive.

As a means of assisting the military operations by creating a revolution in Haidar's territories, the British Resident at Tanjore entered

into secret negotiations for the restoration of the Hindu dynasty in Mysore. A Brahman, named Trimal Rao, who had for some years resided at Tanjore and had held office in Mysore under the Hindu Government, was supposed to possess political powers from the imprisoned Rani. With him a Treaty (No. XXXIX) was concluded on the 28th October 1782 on the Rani's behalf. Its principal provisions were the restoration of the Hindu family to power, the payment by the Rani of stipulated contributions for the assistance of British troops, the future protection of the country by a British force, and the payment through the British Government of the tribute due from Mysore to the Moghals, and of the Maratha chauth.

Shortly after the conclusion of this agreement Haidar Ali died on the 7th December 1782; but the war was prosecuted with unabated energy by his son, Tipu Sultan. To further the objects of the secret treaty a scheme was formed at Seringapatam for the release of the English prisoners, the seizure of the fort, and the proclamation of the Hindu Raja. But the project was discovered on the night preceding the concerted rising. Every one concerned or suspected of being concerned in it was put to death. The treaty led to no practical results, and there is every reason to believe that the Rani knew nothing of the treaty which had been concluded in her name, or of the conspiracy which had been formed for the overthrow of Tipu's government.

Tipu Sultan received vigorous support in the war from the French, between whom and Haidar Ali there had always been a close friendship. But the declaration of peace between England and France, and the consequent withdrawal of the French troops, left him too weak to prosecute hostilities alone. A Treaty of peace (No. XL) was therefore concluded at Mangalore on the 11th March 1784. In this treaty the Rajas of Tanjore and Travancore, and the other allies of both parties were included. The basis of the treaty was the mutual restoration of conquests, and the confirmation to the British Government of all the privileges granted them by Haidar Ali. The conclusion of this treaty nearly produced a rupture with the Marathas, who considered it a violation of the treaty of Salbai.*

In 1789 Tipu approached the country of Travancore, then in alliance with the British Government, with the object of recovering Karanganur and Ayakotta, which district, being the key to Travancore, the Raja had

* See The Peshwa (Vol. VI).

purchased from the Dutch, but which Tipu alleged to form part of Cochin and to be tributary to him. His attack on the lines of Travancore failed; and the attack was considered by the British Government as a declaration of war, and a violation of the treaty of 1784, in which the Raja of Travancore was included by name. The war which followed was closed in February 1792, when Tipu Sultan threw himself on the mercy of his conquerors and gave his two sons as hostages for the conclusion of a preliminary Treaty (No. XLI). The Treaty (No. XLII) was definitively concluded on the 18th March 1792 at Seringapatam. Tipu was by this treaty stripped of half his territories, and required to pay three crores and thirty lakhs of rupees, and was bound not to molest the palegars (polygars) and zamindars who had assisted the British forces in the war. The territories taken from Tipu were divided equally between the British Government, the Nizam and the Peshwa, in pursuance of the triple alliance which had been formed in 1790 to reduce his power.

When hostilities broke out between the Marathas and the Nizam in 1795, Tipu Sultan, who had commenced intrigues with the French, the Marathas and the Nizam, almost immediately after the peace of Seringapatam, assembled his army and threatened to join the Marathas against Hyderabad. In 1798 he sent ambassadors to the Isle of France to raise volunteers for the purpose, publicly avowed and proclaimed, of expelling the British from India. The remonstrances of Lord Wellesley were ineffectual to induce Tipu to come to friendly arrangements, and in February 1799 it became necessary for the armies of the British Government and the Nizam to march against him. The war was terminated on the 4th May by the fall of Seringapatam and the death of Tipu, who fell bravely defending the fort.

In disposing of the conquered territories, it was considered that the partition of them between the British Government and the Nizam would afford just ground of jealousy to the Marathas and aggrandise the power of the Nizam beyond due limits. It was therefore resolved to create a separate government in Mysore, and to bestow a portion of the territories on the Marathas, although they had taken no part in the war, on condition that the grant should form the basis of a new treaty with them. The family of Tipu was set aside and the Hindu dynasty was restored in Mysore under Krishna Raj Wadiar, a child of three years of age, the grandson of the ruler deposed by Haidar Ali forty years before. The districts on the sea-

coast of Mysore, and provinces adjoining the British territories in Malabar and the Carnatic, yielding 7,77,170 pagodas, were reserved by the British Government. The districts of Garamkonda, Guti, and others contiguous to Hyderabad, affording a revenue of 6,07,332 pagodas, were assigned to the Nizam. Provinces yielding 2,63,957 pagodas were offered to, but rejected by, the Peshwa, and were subsequently shared between the British Government and the Nizam; and the young Maharaja was put in possession of territory producing a yearly revenue of 13,74,076 pagodas.

Krishna Raj Wadiar was not a party to the partition Treaty of Mysore of the 13th July 1799 (No. IX), otherwise than as the notified future recipient of the liberality of the British Government. To give effect to its liberal intentions the British Government concluded a subsidiary Treaty (No. XLIII) with him on the 8th July 1799, to which the Nizam was not a party. The subsidiary treaty provided for the location in the Mysore territory of a British subsidiary force, for which the Maharaja was to pay seven lakhs of pagodas a year; reserved to the British Government the right to assume the whole or part of the Mysore territory, if there should be cause to apprehend failure in the payment of the subsidy; required the Maharaja to contribute, to meet the extraordinary expenses of war, such a sum as should be considered to bear a just and reasonable proportion to his revenues; and bound him to good government.

The descendants of Tipu were removed to Vellore in the Madras Presidency, where they were liberally provided for. After the mutiny at Vellore, in which they were believed to be concerned, they were removed to Calcutta, where they continued to reside as stipendiaries till 1860. A large sum was then capitalised as a provision for them, with a view to terminate their dependence on the liberality of the British Government and to absorb them in the general mass of the population.

In December 1803 a supplementary Treaty (No. XLIV) was formed to effect certain exchanges* of territory with† Mysore; and in 1807 the sum

* See Malabar Coast (Vol. X).

† It was by this Treaty of 1803 (No. XLIV) that the British Government obtained undisputed possession of the districts composing Wainad, which was one of the principal objects of the treaty. Malabar was one of the Districts ceded to the East India Company by Tipu Sultan in 1792 (No. XLII). Whether the hill tract of Wainad, which was part of the estate of the Pichi Raja, who held the Kotiote taluk of Malabar, was included in this cession was a disputed point. When Lord Mornington arrived in India in 1798 it was settled that Wainad still remained part of Tipu's possessions. By the partition treaty of the 13th July 1799 Wainad was ceded under one name to the Company; under another, *viz.*, Ahmadnagar Chiklur, to the young Raja of Mysore, its revenue being assessed at 10,000 pagodas. But though allotted to both parties, the Company alone retained possession of it, and finally, on the 29th December 1803, the Raja resigned all claim to it on the cession to him by the Company of certain districts of equivalent value.

which the Maharaja was required to contribute to meet the ordinary expenses of war was commuted (No. XLV) to the maintenance by the Maharaja of a body of 4,000 horse in peace and war.

During the minority of the Maharaja the administration was conducted by an able Brahman minister named Purnaiya, who was invested with full powers of administration. He continued in office till 1812, when he resigned the government into the hands of the Maharaja, leaving in the treasury a sum exceeding two crores of rupees. By a continued course of misgovernment the Maharaja drove the greater part of his subjects into rebellion, which was a danger to the peace of the neighbouring British districts, and in 1831 it became necessary for the British Government to interfere. The Maharaja had dissipated all the treasure acquired by the Diwan Purnaiya, and had involved himself deeply in debt. Notwithstanding promises to put restraint on his reckless expenditure, he continued to alienate revenues and sell privileges and State offices, to raise funds for his extravagance. The pay of his troops fell into arrears. Extortions and cruelties were practised; and there was no hope of redress. The raiyats combined in resistance, and at last rebellion broke out, calling for the active exertions of a large British force in addition to the whole military power of the Maharaja. So gross was the mismanagement and maladministration that it was deemed necessary for the British Government, under the provisions of the treaty of 1799, to assume the direct management of the State, subject to the claim of the Maharaja, reserved by the treaty, to a provision of one lakh of Star Pagodas a year and one-fifth of the net revenue realised from the territory, until arrangements for the good government of the country should be so firmly established as to secure it from future disturbance.

In 1834 the Governor-General (Lord W. Bentinck) visited Mysore. Soon afterwards it was proposed that the Maharaja should cede the districts of Nagar, Chitaldrug, and Bangalore, with as much territory as, after paying the expenses of management, would yield a revenue equal to the claims of the Government of India on the Maharaja, which amounted to about thirteen lakhs of pagodas a year; and that the remaining districts of the province should be restored to the Maharaja under securities for good government. But it was finally decided not to restore any portion of the territory until the administration had been establishsd on a sound footing. The government was accordingly carried on by British "Commissioners for the government of the territories of Mysore." At first there

was a Board of two Commissioners, with a Resident attached as before to the Court of the Maharaja. It was, however, almost immediately found necessary to substitute for the Board a single Commissioner; and in 1843 the post of Resident was abolished.

At different times the Maharaja made applications for the restoration of his State. The application made in February 1861 was rejected by Lord Canning in March 1862, because the improvement which had been made in the administration had been effected in spite of opposition on the part of the Maharaja and his partisans; because the grant of territories to the Maharaja, under the subsidiary treaty of Mysore, was made solely in virtue of powers acquired by the British Government by conquest, and not of any hereditary rights of the Maharaja; because the conditions of the grant had been for twenty years flagrantly and habitually violated before the British Government interfered to enforce the remedy provided by the subsidiary treaty; because no expectation, direct or indirect, had been held out that the Maharaja's authority would be restored in his lifetime under its former conditions, although language had been used consistent with a purpose, at some future time and under conditions left undefined, to restore a Native government, but not specifically that of the Maharaja; because the provision secured by treaty to the Maharaja in the event of the resumption of his territories, which provision was a personal and not an hereditary one, had been fully secured to, and enjoyed by, him; because the obligations of the British Government to the people of Mysore were as sacred as its obligations to the Maharaja; and, finally, because there was no security against a relapse into misgovernment if the Maharaja's authority should be restored.

In spite of this refusal the Maharaja continued to press his claims, and in 1862 he appealed to the British Government. After careful consideration of the arguments brought forward by the Maharaja, the British Government decided that the assumption of the administration of the Mysore territories was in accordance with the provisions of the subsidiary treaty, and that the Maharaja could not as of right claim its restoration; further that the reinstatement of the Maharaja in the administration of the country was incompatible with the true interests of the people of Mysore.

On this final decision being communicated in February 1864 to the Maharaja he submitted a statement of requests, of which the most important was that he should be permitted to adopt a son and heir to inherit his country and hold it as a Native State. The Government of India, while

recognising the Raja's right to adopt so far as his private property was concerned, informed him in March 1864 that no authority to adopt a successor to the State of Mysore had ever been given him, and that no such power could now be conceded. The decision was upheld by the British Government. About the same time the Government of India compromised for about 30 lakhs the private debts of the Chief, which amounted to upwards of 55 lakhs of rupees.

In June 1865, notwithstanding the earlier decision of the Government, the Maharaja adopted Chamrajendra Wadiar Bahadur, a child 2½ years of age, and a member of the Bettada Koté branch of the ruling family, as successor to all his rights and privileges. The Government of India declined to recognise the adoption, or to accord to the Maharaja's adopted son the honours and privileges due to the heir to the State of Mysore.

In the following year the Maharaja again urged the question of the recognition of his adopted son, and in April 1867 his requests met with a favourable response. Without entering into any minute examination of the terms of the treaty of 1799, the British Government recognised in the policy which dictated that settlement a desire to provide for the maintenance of an Indian dynasty in Mysore upon terms which should at once afford a guarantee for the good government of the people and for the security of British rights and interests. Having regard to the antiquity of the Maharaja's family, its long connection with Mysore, and the personal loyalty and attachment to the British Government which the Maharaja had manifested, the British Government desired to maintain that family on the *gadi* in the person of the Maharaja's adopted son, upon terms corresponding with those made in 1799, so far as the altered circumstances of the time would allow. But before replacing the people of Mysore, in whose welfare the British Government felt peculiar interest, owing to their having so long been under British administration, under the rule of a Native ruler, it was held that it would be necessary both to give the young Chief an education calculated to prepare him for the duties of administration, and also to enter into an agreement with him as to the principles upon which he should rule the country. If at the demise of the Maharaja the young prince should not have attained his majority, the Mysore territory should, it was decided, continue to be governed in his name upon the same principles and under the same regulations as might be then in force.

Maharaja Krishna Raj Wadiar, who had been appointed to be a Knight Grand Commander of the Most Exalted Order of the Star of India, survived

only a year after the completion of this arrangement, and died on the 27th March 1868, at the age of seventy-four. A Proclamation (No. XLVI) was issued acknowledging the succession of Chamrajendra Wadiar, and stating that during his minority the Mysore territory would be administered in his name by the British Government; and that if on his attaining the age of eighteen years he should be found qualified for the discharge of the duties of his position, the government of the country would be entrusted to him, subject to such conditions as might be determined at that time. The Maharaja was accordingly publicly installed by the Commissioner of Mysore on the 23rd September 1868.

Between the date of the settlement of his debts in 1864 and the time of his death in 1868, Maharaja Krishna Raj Wadiar had contracted further liabilities to the amount of 13 lakhs of rupees. These were liquidated from the surplus revenues of Mysore. It had been intended to set apart this surplus as a fund for the support of the relatives and dependents of Maharaja Krishna Raj Wadiar after his death, but this was rendered unnecessary by the continuance of the ruling family in the person of the Maharaja's adopted son.

The account of the one-fifth of the net revenues of Mysore, which had been paid to Maharaja Krishna Raj Wadiar during his lifetime under article 5 of the treaty of 1799, and which had for several years averaged 13 lakhs of rupees per annum, was closed at his death. All the revenues of Mysore were thereafter administered in trust by the British Government, a separate account being kept of the provision made for the support of the Maharaja, his family and dependents, and the unappropriated balances being accumulated for the benefit of the Maharaja and the State of Mysore.

The opportunity afforded by Maharaja Krishna Raj Wadiar's death was taken to revise the overgrown palace establishments, the cost of which was reduced to nearly half its amount. One of the principal items of palace expenditure still consists of the allowances which are paid to the family connections of the Chief. Of these there are three classes, the Arsus or Rajbandhus, who claim a common descent with the ruling family; the Kumars or illegitimate descendants of the Mysore Chiefs; and the Sivachars or blood relations of those with whom illegitimate connections were formed. The stipends of the grandsons and male Arsus are hereditary: the continuance or lapse of the stipends enjoyed by the others is regulated by a code of rules sanctioned by the Government of India. The total stipends payable from the Maharaja's civil list amount to about Rs. 2,71,000.

In 1877 it was arranged that the lands in the Mysore State occupied by the Madras railway should be held to have been transferred with full jurisdiction, short of sovereignty rights, to the British Government.

During the famine which visited the country from 1877 to 1879 the Government of India advanced to the Mysore Government a sum of 80 lakhs of rupees to be expended on famine relief. The loan bore interest at 5 per cent., but the Government of India agreed to credit 1 per cent. of the interest to a sinking fund which would liquidate the loan in 28 years.

On the 5th March 1881, the Maharaja Chamrajendra Wadiar Bahadur attained the age of 18 years; and on the 25th of the same month the rendition of Mysore to native rule was effected by the installation of the young Chief as Maharaja of Mysore under a Proclamation (No. XLVII) of the Viceroy and Governor-General of India in Council. The Maharaja at the same time signed a Sanad or Instrument of Transfer (No. XLVIII) describing in twenty-four articles the conditions upon which the administration of the Mysore State was transferred to him by the British Government. By the fifth article the subsidy of twenty-five lakhs of rupees a year hitherto paid to the British Government by Mysore was enhanced to thirty-five lakhs. On the 5th of April 1881, the Maharaja signed a Deed of Assignment (No. XLIX), making over (with effect from the date of his accession, *viz.*, the 25th March 1881) free of charge, to the exclusive management of the British Government, for the purposes stated in article 9 of the Instrument of Transfer, all lands forming the Civil and Military Station of Bangalore and certain adjacent villages, as described in the schedule attached to the Deed of Assignment. The Maharaja renounced all jurisdiction in the lands so assigned. The boundaries of these lands were slightly altered in 1883, 1888, 1896 and 1903. The fort of Bangalore was in 1888 restored to the Darbar in exchange for the Bangalore Residency house and grounds, which were then incorporated in the Civil and Military Station. The area of the Bangalore Assigned Tract is 13 square miles, with a population, according to the census of 1901, of 89,599. The revenues of this tract, derived chiefly from excise, are devoted to the expenses incurred in its administration. The water-supply is obtained from the Chamrajendra Reservoir under an agreement concluded with the Darbar in January 1897. From the date of the rendition the Chief Commissioner of Mysore became Resident in Mysore and Chief Commissioner of Coorg (*see* Coorg). He is invested with the powers of a Local Government and of a High Court in respect of the Bangalore Assigned Tract.

In 1881 the Government of India, in consideration of the financial position of the Mysore State, remitted for a period of five years, *i.e.*, till the 1st April 1886, the enhanced subsidy due under the Instrument of Transfer. The remission was afterwards extended for a further period of 10 years till the 1st April 1896, since when the enhanced subsidy has been regularly paid. In 1885 the Government of India relinquished, on similar grounds, their claims to the accumulated surplus revenues of the Bangalore Assigned Tract, which were then deposited in the Mysore State treasury.

The Island of Seringapatam, which since 1799 had formed a part of British India, though leased to the Government of Mysore since 1811 for Rs. 50,000 a year, was in 1881 made over to Mysore by free grant.

The first Diwan of Mysore was Rangacharulu, who had previously been a Secretary to the Chief Commissioner. He instituted in the State the Representative Assembly, which met for the first time in 1881. It is composed of raiyats, merchants, planters and others elected as their representatives by qualified voters among the residents of each *taluk* or by local bodies. The assembly consists approximately of 280 members who meet annually at Mysore on the occasion of the Dasahara, when the proceedings of the Government and the progress of the State during the past year are reviewed by the Diwan in an address resembling the annual administration report of a British Indian province, while the members of the assembly at the same time represent such matters as they wish to bring to the notice of the Government.

Diwan Rangacharulu died in January 1883, and was succeeded as Diwan by Kumarapuram Sheshadri Aiyar, C.S I., who was then in the Mysore service.

In 1882, with the sanction of the Government of India, the Darbar raised in India a loan of 20 lakhs of rupees for railway purposes. This has since been discharged (1906) with the exception of Rs. 47,000.

In 1884, the Darbar asked the Government of India to assist them in extending the Mysore State Railway from Gubbi to Harihar, to join the Southern Maratha line. It was estimated that the cost of the extension would require a capital of 80 lakhs, and as the Darbar represented that the finances of the State did not admit of the work being carried out without extraneous aid, the Government of India were asked to postpone the payment of the subsidy as enhanced by the 5th article of the Instrument of Transfer till after the liquidation of the debt due by the State. The Government of India agreed, as has been stated, to forego for

a further period of ten years, *i.e.*, till the 1st April 1896, the enhancement of the subsidy from 25 to 35 lakhs, and suggested for the Darbar's acceptance a scheme for the hypothecation of the Mysore State Railway to the Southern Maratha Railway Company. The proposals were eventually accepted by the Darbar, and on the 31st August 1887 an Indenture (No. L) was made between the Secretary of State and the Southern Maratha Railway Company for the transfer of the Mysore State Railway and the construction by the Company of an extension of the line to a junction with the Southern Maratha Railway near Harihar. The contract was to have effect from the 30th June 1886, and to terminate on the 30th June 1932, but the railway was redeemable by the Mysore State at certain periods during the currency of the contract. The actual transfer took place on the 1st July 1886. In consideration of the transfer the Southern Maratha Railway Company paid to Mysore, through the Secretary of State, a sum of Rs. 68,60,508, which represented the capital cost of the Mysore line then open. This sum was credited to Mysore in reduction of the famine loan of 80 lakhs, which was thus fully paid off in January 1889. The extension of the railway to Harihar was carried out, and the railway line declared open by Maharaja Chamrajendra Wadiar in person on the 5th August 1889. It was arranged that the centre of the Harihar railway bridge should be considered the boundary between Mysore and British territory, and the Darbar ceded jurisdiction over the land occupied by the railway between the centre of the railway bridge and the north distant signal of the Harihar Railway Station (No. LI). A line from Mysore to Nanjangad was completed in 1891, and another from Bangalore to Hindupur in 1893. The Kolar Gold Fields Railway was opened for traffic in 1893, and a branch line connecting Shimoga with Birur on the Mysore State Railway was completed in 1899. In 1900 provision was made by the Darbar for the redemption of the Mysore State Railway in March 1936 by the formation of a Sinking Fund under the charge of the Comptroller and Auditor General in India.

In addition to the cession of jurisdiction over the Bangalore Branch of the Madras Railway which took place about 1883, the Maharaja ceded in 1893 full jurisdiction within the lands in his territory which were occupied, or might be thereafter occupied, by (1) the Mysore State Railway from Harihar to Bangalore, and from Yeswanthpur Junction to the frontier of the State on the Bangalore-Hindupur Section (No. LII) and (2) the Kolar Gold Fields Railway (No. LIII). As an exceptional concession

the Darbar was allowed to retain jurisdiction over the line from Bangalore to Nanjangad on the understanding that, if it should thereafter form part of a through railway, or if imperial interests should render such a course desirable, jurisdiction would have to be ceded. This concession was also extended to the Birur-Shimoga Railway in 1899.

In 1896 an agreement was entered into between the Darbar and the Madras Railway Company for the working and maintenance by the latter of the Kolar Gold Fields Railway. This was revised in 1899, and again in 1902.

In 1899 the Government of India gave their approval to the Mysore Government lending the Jodhpur Darbar Rs. 25,50,000 for the construction of the Jodhpur section of the Shadipali-Balotra Railway.

In 1900 the sanction of the Government of India was conveyed to the agreements entered into by the Darbar with the Southern Maratha Railway Company for the maintenance and working by the latter of the Yeswanthpur-Mysore Frontier, the Mysore-Nanjangad, and the Birur-Shimoga sections of the Mysore State Railway.

The Imperial postal department took charge of all postal arrangements in the State on the 1st April 1889. The result has been a substantial financial gain to Mysore.

Maharaja Chamrajendra Wadiar, who had been created a Knight Grand Commander of the Most Exalted Order of the Star of India in 1885, died in Calcutta while on a visit to the Viceroy (Lord Elgin) in 1894. He was succeeded by his eldest son, Krishnaraj Wadiar Bahadur, who was born in June 1884. Maharaja Krishnaraj Wadiar Bahadur was installed on the 1st February 1895. During his minority the administration of the State was conducted by his mother, the Maharani Kempananjamani Avaru Vanivilas Sannidhana, C. I., as Regent, assisted by a Council of three members, of which the Diwan was President. In 1900 the Maharaja married a daughter of Rana Jhalu Bani Singhji of Vana in Kathiawar. He was invested with full administrative powers on the 8th August 1902, and is now (1906) assisted by a Council consisting of the Diwan as President and two other members. The Maharaja also has a European Private Secretary, Mr. E. Maconochie of the Bombay Civil Service. The Maharaja was present at the Delhi Coronation Darbar in January 1903. During the Maharaja's minority the Maharani Vanivilas Sannidhana enjoyed a personal salute of 19 guns, and the honour has been continued

to her for her lifetime. In June 1893 the decoration of the Imperial Order of the Crown of India was conferred upon her.

Diwan Sheshadri Aiyar, who was appointed to be a Knight Commander of the Most Exalted Order of the Star of India in 1893, retired in March 1901, and died in the same year. He was succeeded by Purna Narasingharao Krishna Murti, who was a jagirdar of the State and was appointed a Knight Commander of the Most Eminent Order of the Indian Empire in 1903. He retired in March 1906 and was succeeded by Mr. V. P. Madhava Rao, C.I.E., late Diwan of Travancore.

In 1888 the Maharaja offered to raise and maintain a suitable force for the purposes of imperial defence, and in 1892 an Imperial Service regiment 600 strong was formed. In 1899 the Darbar entered into an Agreement (No. LIV) for the effective control and discipline of the Imperial Service troops when serving beyond the frontier of the State. In 1901 the organisation of a pony cart transport train, of a sanctioned strength of 300 carts and 700 ponies, was commenced, and completed in 1904.

In 1892 certain Rules were agreed to (No. LV) between the Madras Government and the Mysore Darbar governing the restoration and construction of irrigation works in Mysore.

In February 1897 the Secretary of State for India entered into two Agreements, one with the Maharaja (No. LVI) allowing the British Government to obtain from the Chamrajendra Reservoir and the minor tanks connected therewith a supply of water for the Civil and Military Station of Bangalore, and the second (No. LVII) with the Municipal Commissioners for the Civil and Military Station of Bangalore regarding the supply of water from the same reservoir for the use of the Municipality. The latter was amended in December 1901 (No. LVIII).

In 1898 the Darbar, with the approval of the Government of India, adopted certain prospecting and mining rules which were revised in 1903.

In 1901 the Government of India conveyed their assent* to the arrangement, which had been made between the Madras Government and the Darbar, whereby the latter are empowered to utilize the water-power of the falls of the river Kauveri at Sivasamudram for the generation of electrical power. On the 22nd June of the previous year the Darbar had entered into an agreement† with Messrs. John Taylor and Sons respecting the supply and purchase of such electrical power, to be supplied by the Darbar to Gold Mining Companies on the Kolar Gold Fields.

*Government of India, Foreign Department's letter No. 473-I.A., dated the 1st February 1901.
†Appendix No. VIII.

In December 1901 an agreement was entered into between the Darbar and the Honourable Mark Napier, on behalf of various gold mining companies in the Kolar Gold Fields, for the continuance, on the present terms, of the different leases and assignments, now in existence, until the 22nd March 1910, and for the renewal of the leases thereafter for 30 years with slight modifications as to the payment of royalty.

In 1904 the Darbar accepted the midstream of the Sharavati river as the boundary between the Mysore State and the Bombay Presidency at the Garsappa Falls.

In the same year the Darbar made an arrangement with the States of Travancore, Cochin, Sandur, Pudukattai, and Banaganapalli, for the mutual waiving of all claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle, surrendered by the one State to the others.

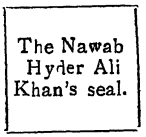
Mysore, inclusive of the Bangalore Assigned Tract, has an area of 29,444 square miles, with a population (according to the census of 1901) of 55,39,399. For the year 1905-06 the gross revenue of the State, exclusive of the Assigned Tract, was Rs. 2,41,17,877. Up to 1891 the Maharaja's civil list amounted to 13 lakhs of rupees annually. In that year this sum was increased to 14 lakhs, and further relief was afforded to His Highness's private income by the transfer from the civil list to State revenues of certain charges aggregating Rs. 88,000 a year. In 1903 a further addition of 2 lakhs was made to the civil list which now amounts to 16 lakhs a year. There is, besides, a fixed scale of pensions for the immediate descendants of the Maharaja which are paid from State revenues, subject to a maximum payment on this account of six lakhs a year.

In addition to 514 Imperial Service cavalry and a Transport Corps of 425 men, 730 animals and 300 carts, the military forces consist (1905) of 415 cavalry, 2,379 infantry, 25 artillerymen with 10 serviceable guns, and 1,493 armed police.

The Maharaja is entitled to a salute of 21 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

No. XXXV.

ARTICLES of a FIRMAUND granted by the NAWAB HYDER ALI KHAN BAHADUR—1763.



ARTICLE 1.

The Honourable English Company have free liberty to build a commodious factory and warehouses at Onore; by the water-side, or any place they may pitch upon; and they may enclose their compound with a wall of stone and mud without any guns. The ground allotted them shall be rent-free. Whilst the English have a factory at Onore, no other European nation shall have leave to settle there.

ARTICLE 2.

The English have the sole liberty granted them of purchasing all the pepper produced between Mirjee and Batcole, both these places included; nor shall any European or other nation besides them have leave to purchase pepper within these districts. The price shall be adjusted every year between the Resident and four principal merchants of Onore.

ARTICLE 3.

The Honourable English Company have free liberty to export annually from Mangalore three hundred corge of rice for the service of Tellicherry exempt from the duty called Adlamy; or if they choose to carry this rice to Bombay, it is exempt from the same duty. Any private English merchants who purchase rice must be liable to the same customs as other merchants.

ARTICLE 4.

Whereas several Onore merchants are largely indebted to the Honourable Company, the killadar, etc., officers must assist the English in recovering their just demands; and provided any merchants in future should be indebted to the English, and make any disputes about paying, they have free liberty to confine such merchants in their factory till they clear their debts.

ARTICLE 5.

All goods that the English import, either at Onore or Mirjee, shall pay one and a half per cent. customs on the sales; except horses, wet and dry dates, sugar, kishmisses, cocoanuts, copra, tobacco, munchustry, opium, cotton, salt, brimstone, and camphor: these fourteen articles are to pay

the same customs as other merchants pay. Any goods they cannot sell they have leave to re-export without paying any customs on them, on showing them to the custom-master. Gold and silver are to pay no customs, nor any necessaries that the English may import for their own use.

ARTICLE 6.

If any ships or vessels, belonging to the English, should be cast away upon any part of the coast in the Bednure dominions, the Nawab's killadars, etc., officers and people shall assist in saving the goods, stores, etc., which shall be all returned to the English.

ARTICLE 7.

The English have free liberty to cut timber, stones, hay, and wood, for to build their factory: but if they want masts for vessels, they must apply for leave to cut them.

ARTICLE 8.

No grabs, gallivafs, or armed boats, belonging to the English, shall pay anchorage, but have free liberty to go and come.

ARTICLE 9.

The English will not assist the enemies of the Nawab; nor, on the other hand, shall the Nawab afford any assistance to the enemies of the English.

ARTICLE 10.

The Killadars and officers of the Nawab shall always show the English and their servants a due respect everywhere, and at all times be ready to assist them.

Signed by the NAWAB.

Bednure, the 10th of Mojee, 1176,
or the 27th of May Anno Domini 1763.

No. XXXVI.

GRANT from HYDER ALI KHAN, BAHADOOR, dated the 23rd February 1766.

I, Hyder Ali Khan Bahadoor, in consideration of the friendship subsisting between me and the Honourable United English East India Company, do hereby confirm and ratify all the several grants and privileges made over to them by the several Malabar powers, for the sole purchasing and exporting the produce of these countries, particularly pepper, sandal-wood, and

cardamums, from the Malabar frontier to the northward to the Samorine's dominions, including them; and further, I do promise to grant and confirm the same, whithersoever my arms may prove victorious.

Given under my hand, in Mudday
the day and year above written.

No. XXXVII.

Treaty with Hyder Ali—1769.

A Treaty of Perpetual Friendship and Peace, made and concluded between the Governor and Council of Fort St. George, in behalf of the Honourable English East India Company, for all their possessions, and for the Carnatic Payen Ghat, on the one part; and the Nawab Hyder Ali Khan Bahadoor, for the country of Mysore Hyder Nagur, and his other possessions, on the other part; on the following conditions:

Article 1.

That all hostilities shall immediately cease on the conclusion of this Treaty, which is to be perpetual, or as long as the Company may exist; that peace and friendship shall take place between the contracting parties (particularly including therein the Rajah of Tanjore, the Malabar Ram Rajah, and Morari Rao, who are friends and allies to the Carnatic Payen Ghat), also all others, the friends and allies of the contracting parties provided they do not become the aggressors against either of them; but if they are aggressors they are not to be assisted by either party.

Article 2.

That in case either of the contracting parties shall be attacked, they shall, from their respective countries, mutually assist each other to drive the enemy out. The pay of such assistance of troops from one party to another, to be after the following rates, *viz.*, to every soldier and horseman fifteen Rupees per month, and every sepoy seven and a half Rupees per month: the pay of the Sirdars and Commandants to be as it shall be agreed on at the time.

Article 3.

The Presidency of Bombay, and all the factories and places which were before or are now under their government, are included in this Treaty of

friendship : and the Nawab Hyder Ali Khan Bahadoor engages, out of his friendship and regard for the Company, to grant to them the factories, privileges, and exemptions in frade, in the same manner as they before held them; moreover, to release all the Sirdars, Europeans, sepoys, etc., who may have been taken on that side and this, immediately on the arrival of a proper person from the Governor and Council of Bombay for that purpose; and also to settle the particulars of the privileges of trade, and other matters relative to the sandal-wood and pepper, etc., articles of trade. And as there is now established between the contracting parties (the Company and the Nawab Hyder Ali Khan) a perpetual peace, there is no doubt but the Presidency of Bombay will exchange with the said Nawab a Treaty to the same purport as this, respecting the affairs of the said place, etc., and all the factories on that side. With regard to the ships, etc., which have been taken on both sides in the course of this war, it is hereby agreed and stipulated that they shall be mutually forgiven, and no claim or demand on any account made for them hereafter.

ARTICLE 4.

The above Nawab engages that all the officers, Europeans and sepoys belonging to the Presidency of Madras, shall immediately be released on the arrival of a proper person at Bangalore to demand them; also all the Sirdars and people belonging to the Carnatic Payen Ghat, who may have been taken in this war, shall likewise be released; the English Company engaging on their side to release the people belonging to the said Nawab who may have been taken also in this war.

ARTICLE 5.

The contracting parties mutually engage and agree that the forts and places which may have been taken by either party from the other in this war shall be mutually restored, except the fort of Caroor and its districts. And whereas the English Company have, in the forts of Colaur and Vencatigherry (exclusive of the former stores therein) many cannon-shot, powder, ball, and muskets, the Nawab Hyder Ali Khan engages that the said Company shall have permission to bring away the same, without any let or molestation being given them therein, and as soon as they are withdrawn, the said forts shall immediately be evacuated and restored to the said Nawab.

In witness whereof, the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz., the said President and Council, on behalf of the English East India Company and the Carnatic Payen Ghat, in Fort St. George, this 3rd day of April, in the year of the Christian era 1769; and the said Nawab Hyder Ali Khan Bahadoor, at his camp at Madavaram, the 25th day of the Moon Teckyd, in the year of the Hegira 1182.

NO. XXXVIII.

TREATY with HYDER ALI—1770.

ARTICLES for a TREATY of PEACE and firm FRIENDSHIP between the HONOURABLE THOMAS HODGES, ESQUIRE, PRESIDENT and GOVERNOR, and the COUNCIL of BOMBAY, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, on the one part, and the NAWAB HYDER ALI KHAN BAHADOOR, etc., TITLES, for the countries of MYSORE, HYDER NUGUR, and SOONDAH, on the other part.

ARTICLE 1.

That agreeable to the 3rd Article of the Treaty of peace concluded between the Honourable the President and Council of Madras and the Nawab Hyder Ali Khan Bahadoor, there be, from this day, a firm peace and friendship between the Honourable English East India Company and the said Nawab, and their successors to continue for ever.

ARTICLE 2.

That the Honourable Company may have free liberty to build a commodious factory and warehouses at Onore, by the water-side, or any place they may pitch upon, and that they may enclose the compound with a suitable wall: and the ground allotted them shall be rent-free. They shall also have permission to cut timber, bring stones, hay, and wood, for their use. In like manner, they shall have a factory at Carwar; and the Nawab promises to oblige the Rajah of Bilguey to give all the pepper produced in his country to the Honourable Company at the same price as they may purchase this article at Onore.

ARTICLE 3.

That the Honourable Company shall likewise have the sole and exclusive right of purchasing all the pepper and sandal-wood produced in the Nawab's dominions, the prices of which must be settled agreeable to former custom. The amount, or as much of it as the Honourable Company choose to be made good in guns, muskets, salt, saltpetre, lead, and gunpowder, and the balance made good in ready money

ARTICLE 4.

That the Honourable Company shall have free liberty to export from Mangalore, or other ports of the Nawab's dominions, whatever rice they may want for Tellicherry or Bombay; three hundred corges of which is, as usual, to be free of the duty called adlamy.

ARTICLE 5.

That the English shall have free liberty of trading in the several ports of the Nawab's dominions on the Malabar coast, paying customs at the rate of one and a half per cent. on the sale of all goods; and to have permission to re-export any goods which will not sell free of custom, on signifying the same to the custom-master. No customs to be charged on gold and silver nor on any articles for the immediate use and consumption of the English, their servants, and dependants.

ARTICLE 6.

The Nawab obliges himself to assist the English in recovering their just debts from his subjects, by compelling them to make good the same on the debts being fully proved to his satisfaction.

ARTICLE 7.

That the Honourable Company, and the English in general, shall have free liberty to cut and purchase masts, timber, and plank at Onore, Mangalore, or any other ports of the Nawab's country, teak excepted.

ARTICLE 8.

That no vessels, of what kind or denomination soever, belonging to the English, shall pay anchorage in any of the Nawab's ports, but have free liberty to go out and come in without hindrance or molestation.

ARTICLE 9.

Whatever vessels belonging to the English may be drove on shore on any part of the Nawab's dominions, whether by stress of weather or otherwise, his killadars, officers, and subjects are to assist them that their goods may be saved and delivered to the proprietors.

ARTICLE 10.

That the said Nawab shall not assist the enemies of the English, nor, on the other hand, shall the English assist the enemies of the Nawab; but should assistance be afforded on either part hereafter, the officers and men who may be sent to them are to be paid at the following rates, by the parties to whom they may be sent, *viz.*—

The commission officers to be paid at the discretion of the party assisted but with the concurrence and approbation of the party who assist:—

Each European soldier	15	Rupees per month.	
Each Sepoy	7½	"	"

ARTICLE 11.

Should at any time disputes arise between the servants of the English factories and the Nawab's subjects, servants, or dependants, and the former be found culpable, they shall be sent to the English Resident to be

punished, as shall the Nawab's people to his killadars, hummuldars, etc., if they are found to be in fault. The servants of the English factory, as well as their families, shall be entirely under the Honourable Company's protection.

ARTICLE 12.

That the said Nawab shall not grant any new Firmaund or privileges to any European nation whatever, or suffer any of them to establish any new settlements in any part of his dominions. In all matters of trade or business the English to have the preference; and in matters of ceremony or state, they are to take rank of all other European nations, as well as the country powers.

ARTICLE 13.

The said Nawab hereby ratifies and confirms the grant which he executed in February 1766, and delivered to Messrs. Sparks and Townsend, relative to the privileges and immunities the Honourable Company possessed in the several countries he conquered upon this coast, before he took possession thereof; and hereby binds and obliges himself to compel whoever may be in possession of those countries to grant to the Honourable Company the produce thereof, as well as the full enjoyment of all their rights and privileges therein in their utmost extent.

In witness of all which the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz., the said President and Council, on behalf of the English East India Company, in Bombay Castle, this 8th day of August, in the year of the Christian era 1770, and the said Nawab Hyder Ali Khan Bahadoor.

No. XXXIX.

TREATY of 28th October 1782 for the restoration of the Hindoo dynasty of MYSORE.

By virtue of powers delegated to me by the Right Honourable George, Lord Macartney, K.B., etc., etc., etc., President and Governor and Select Committee of Fort St. George, bearing date the 27th day of September in the year of our Lord 1782, I am authorised to negotiate and conclude an agreement with Her Excellency the Rana of Mysore, subject to the approbation of the Governor-General and Council.

I do therefore hereby solemnly engage on the part of the said Right Honourable George, Lord Macartney, President and Governor and Select Committee, that all and every the Articles of agreement annexed, authenticated by the Rev. Mr. Swartz, and interchanged with Trimulrow, the

Agent of Her Excellency the said Rana, and with me as representative of the Honourable Company, at Tanjore on this 28th day of October in the year of our Lord 1782, shall be received and acknowledged as the basis of a Treaty of amity and alliance between the said Honourable Company and the said Rana, subject to the before recited condition. And I do hereby solemnly engage that all and every the Articles annexed shall stand inviolably as the fixed and unalterable terms of the said Treaty, unless by mutual consent of the said Rana or Her Representatives, and the Representatives of the Honourable Company, it may hereafter be deemed expedient to amend and alter them.

In witness whereof, in the presence of Almighty God, I have hereunto affixed the seal of the Honourable Company, and have also subscribed my signature this 28th day of October in the year of our Lord 1782.

L. S.
Camp

Signed and sealed in the presence of
(Sd.) C. T. SWARTZ.

(Sd.) JOHN SULLIVAN, *Resident, etc.*
„ J. C. HIPPESLEY, *Assistant, etc.*

ARTICLES of AGREEMENT concluded by MR. SULLIVAN with the RANA OF MYSORE.

Hyder Naig has usurped all our master's country, destroyed him and his two sons and still keeps his widow our Rana in prison at Seringapatam. The English know that Hyder Naig was a servant of our master's when he did these things.

If the English who are great and powerful will punish this usurper, and deliver to our master the countries Hyder has taken from him, we will enter into the following conditions :—

1st.—We will pay to the Company three lakhs of Kandirayen Pagodas as soon as their troops shall have driven the enemy out of the Coimbatour, etc., countries on this side of the mountains.

The English Company are well acquainted with the usurpation of Hyder Ali and the misfortunes which he has brought upon the family of the Rajah of Mysore, whose servant he was. They are willing to assist with their troops in reducing Hyder Ali, and in re-establishing the Rajah in his hereditary dominions upon the conditions proposed in the first, second, third, and fourth Articles.

2nd.—As soon as the English troops shall have ascended the Balaghat and possessed themselves of the forts of Ardmelli or Viseyburam we will pay the further sum of one lakh of pagodas.

3rd.—Upon the surrender of the fort of Mysore, and the government of the country being given to our Rana or whoever she may adopt, we will pay another lakh of Pagodas and

4th.—Upon the fall of Seringapatam we will pay five lakhs of Pagodas, that is to say, in all, the sum of ten lakhs of Pagodas.

5th.—We will engage further that from the day our Rana or whoever she may adopt shall be proclaimed in Seringapatam, the sum of five lakhs of Pagodas shall be paid annually to the Company by monthly instalments, and moreover that a jaghire to the annual value of one lakh of Pagodas shall be assigned to the Company, in whatever part of the said dominions they may think proper, upon the following conditions:—

6th.—That the Company shall take the protection of all our country into their own hands, and that for this purpose they shall keep an army of sepoys, of European soldiers, and of European artillery, with all the officers, guns, stores, etc., field and garrison equipage usually attached to such an army, in the same manner as given to the Rajah of Tanjore.

7th.—That the Company shall not interfere in the management of the country nor in the arrangements for the peshcush and chout; that the killadars, amuldar, and other officers who may be appointed

5th and *6th.*—The Company will undertake to protect the government of Mysore, and will maintain an army in that country; but as the number of troops that may be required for that purpose cannot now be determined, the government of Mysore must engage to pay whatever the charges of such an army may exceed the sum of five lakhs of Pagodas.

7th.—The amount of the former peshcush from Mysore to the Mogul as well as the amount of the former chout to the Mahrattas, must be regularly paid into the Company's treasury, to be by them accounted

by the Rana for the management of the country shall be employed, and none others in the collections; and that they shall be supported by the Company's troops in the execution of their office; and further that the Company shall not interfere in the business of the polygars.

for to the Mogul's officer and to the Mahrattas. If by their influence and friendly offices the Company should prevail with the Mahrattas and the Mogul to exempt Mysore from the future payment of peshcush and chout, the amount of those charges will be held by the Company as a fund for defraying any extraordinary expenses which may be incurred either in future wars, in the building and repairing of forts, or in the augmentation of the military force for the defence and protection of Mysore. The Company will not interfere in the business of the polygars in the collection of the revenue, or in the nomination of killadars, etc., but will support and assist all officers who may be appointed by the government of Mysore, provided the stipulated payments are regularly made by the government, and provided care is taken to have twelve months' provision in every garrison where the Company's troops may be stationed, otherwise the public safety will oblige the Company to collect money and provisions to the extent of this agreement.

8th.—That the Company will order to be delivered over to us whatever jewels, treasure, elephants, horses, military stores and effects of every kind, belonging to Hyder Naig and his officers, that may be found in the different forts, towns, etc., or that may be taken in the field.

8th.—According to the rules of war established in European armies, whatever is found in a place taken by storm, and whatever is taken in the field from the enemy, becomes the immediate property of the troops: a compromise is often made on such occasions, whereby the army relinquish their claim for a specific sum of money; the Company will recommend this measure to their officers.

9th.—That Hyder Naig and all prisoners of every rank who may be taken in the field and in the different forts, towns, etc., shall be delivered over to the Rana's officers.

9th.—As the Company are already engaged as principles in a war against Hyder Ali, they cannot agree to this article. They will however shew particular regard to the interest of the Mysore government in this and every other instance.

10th.—That Seringapatam being a place of religious worship, no troops shall be stationed within the walls of that place except in time of actual war.

10th.—It must be left to the Company to determine in what places garrisons shall be placed, what forts shall be kept up, and what shall be destroyed.

11th.—That the Rana shall be at liberty to station sebundees and polygars in such places as may be necessary for the security of the revenue and the protection of the inhabitants.

11th.—Admitted.

12th.—Should it so happen that the Company may not be able to reduce Hyder Naig, but on the contrary that they should be obliged to make peace with him, in that event the Company must take us and all the people who may join with us under their protection, and continue the same to us and our family for ever. And further they must engage to pay back whatever money may be advanced them on account of our Rana for the purposes before mentioned.

12th.—The Company will comply with this Article in all its extent, as well in regard to the protection of persons as to the reimbursement of money.

13th.—The Governor and Council of Madras must procure a Sunnud from the Company in England to confirm to our Rana and her successors the full possession and government of all the countries that may be taken as before mentioned from Hyder Naig for ever and ever, upon the conditions hereinbefore expressed.

13th.—(*Vide* Note at the end.) General Coote is now invested with full powers from the Company, his cowle will be sufficient for the present. A Sunnud from the Supreme Government of Bengal will be procured by him, and a public letter from the Company will be obtained as soon as possible to confirm the whole in the same manner as it has been granted to the Rajah of Tanjore.

14th.—As there is no reason to hope that the revenues of a country exhausted by a distant war could afford a larger subsidy than five lakhs of Pagodas for some years; it is therefore further proposed that as the war now carrying on by the English against Hyder Naig can only be terminated by the total suppression of his power, the

14th.—The Company cannot consent to this proposal in all its extent. Their ally the Soubah of the Deccan has just claims on some of those countries; and the Mahratta State, with whom the Company are now entering into a Treaty of friendship and alliance, have claims upon other countries. All the conquests therefore made by

Company should extend the Mysore Government over all the countries now held by Hyder; in consideration of which we will engage to pay by monthly instalments to the Company the further sum of twenty-three lakhs of Pagodas for the expenses of the war. And from the time that peace shall be re-established and the Mysore authority acknowledged throughout the dominions now held by Hyder Naig, we will pay annually to the Company the sum of twelve lakhs of Pagodas, and moreover assign to them in perpetuity a jaghire to the yearly value of five lakhs of Pagodas, in whatever part of the said dominions they may think best. In consideration of which the Company must maintain an army for the protection and defence of those countries.

15th.—Whatever countries may have been taken by Hyder Naig from the Governments of Hyderabad or Poonah or Sattara, that is to say, countries which are held immediately under the dominion of those governments, we agree shall be excepted, on condition that a proportionate deduction be made from our payments; but this must not be extended to any tributaries of either State unless in such cases as may be now particularly provided for. The Articles of peshcush and chout must be left to the decision of our Rana, to whose consideration we will recommend them.

16th.—We cannot consent to the restoration of Gooty. Our Rana Hyder Ali from the Soubah and the Mahrattas must be excepted, and the Company must be left at liberty to enter into such engagements with those powers relative to those countries as they may think proper. The peshcush and chout formerly paid from the other countries, which may be recoverd from Hyder Ali and given up to the Rana of Mysore must be regularly paid to the Company in the same manner and for the same purposes as has been expressed relative to the peshcush and chout from Mysore. The stipulated payments must be regularly paid, and twelve months' provision must be constantly kept in every garrison, as has been before expressed.

With those exceptions the Company will engage to put the Rana of Mysore in possession of all the other conquests made by Hyder Ali, and to protect her and her successors in the same upon the conditions proposed.

15th.—The Company will consent to make a deduction from the Mysore payments in the proportion as the revenue of any other province that may be excepted shall stand to that of the other countries to be given up to Mysore.

16th.—The Company will reserve to themselves the liberty of reinstating

has received particular injuries from Morarow, and besides there is a debt of thirty lakhs of Rupees which is justly due from him to the late Rajah of Mysore.

A true translation of the annexed Articles, written in the Malabar language.

(Sd.) C. T. SWARTZ.

I agree to all the Articles of the Company except these three points: Gooty is not to be delivered to its former possessor; in Seringapatam we will have no garrison; nothing but what belonged to the hereditary dominions of the Nizam and the Mahrattas shall be given over to them.

A true translation.

L. S.

(Sd.) C. T. SWARTZ.

,, TRIMULROW, etc.

the family of Morarow in the country of Gooty.

(*Vide* 13th Article.) The powers of Government heretofore vested in General Coote being resumed by the Presidency of Madras, those Articles are executed under their sanction and by their authority, as before expressed.

The foregoing Articles, etc., were drawn up previous to the definitive orders of the Presidency of Madras, bearing date the 27th September 1782.

(Sd.) JOHN SULLIVAN,
Resident, etc.

No. XL.

TREATY of PEACE with the NAWAB TIPPOO SULTAN BAHADOOR—1784.

The Company's Seal.

Tippoo Sultan's Seal.

TREATY of PERPETUAL PEACE and FRIENDSHIP between the HONOURABLE the ENGLISH EAST INDIA COMPANY, and the NAWAB TIPPOO SULTAN BAHADOOR on his own behalf, for the countries of Seringapatam, Hyder Nagur, etc., and all his other possessions, settled by ANTHONY SADLIER, GEORGE LEONARD STAUNTON, and JOHN HUDLESTON, ESQUIRES, on behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY, for all their possessions and for the Carnatic Payen Ghat, by virtue of powers delegated to the HONOURABLE the PRESIDENT and SELECT COMMITTEE of FORT ST. GEORGE for that purpose by the HONOURABLE the GOVERNOR GENERAL and COUNCIL appointed by the KING and PARLIAMENT OF GREAT BRITAIN to direct and control all political affairs of the HONOURABLE ENGLISH EAST INDIA COMPANY IN INDIA, and by the said Nawab, agreeable to the following Articles, which are to be strictly and invariably observed, as long as the sun and moon shall last, by both parties; that is to say, by the English Company and the three Governments of Bengal, Madras and Bombay, and the Nawab Tippoo Sultan Bahadoor.

ARTICLE 1.

Peace and friendship shall immediately take place between the said Company and the Nawab Tippoo Sultan Bahadoor and their friends and allies, particularly including therein the Rajahs of Tanjore and Travancore who are friends and allies to the English and the Carnatic Payen Ghat, also Tippoo Sultan's friends and allies. The Beebee of Cannanore and

the Rajahs or zemindars of the Malabar coast are included in this Treaty. The English will not directly or indirectly assist the enemies of the Nawab Tippoo Sultan Bahadoor, nor make war upon his friends or allies; and the Nawab Tippoo Sultan Bahadoor will not directly or indirectly assist the enemies, nor make war upon the friends or allies of the English.

ARTICLE 2.

Immediately after signing and sealing the Treaty by the Nawab Tippoo Sultan Bahadoor and the three English Commissioners, the said Nawab shall send orders for the complete evacuation of the Carnatic, and the restoration of all the forts and places in it now possessed by his troops, the forts of Amboorgur and Satgur excepted: and such evacuation and restoration shall actually and effectually be made in the space of thirty days from the day of signing the Treaty. And the said Nawab shall also, immediately after signing the Treaty, send orders for the release of all the persons who were taken and made prisoners in the late war and now alive, whether European or Native; and for their being safely conducted to, and delivered at, such English forts or settlements as shall be nearest to the places where they now are, so that the said release and delivery of the prisoners shall actually and effectually be made in thirty days from the day of signing the Treaty. The Nawab will cause them to be supplied with provisions and conveyances for the journey, the expense of which shall be made good to him by the Company. The Commissioners will send an officer or officers to accompany the prisoners to the different places where they are to be delivered: in particular Abdul Wahab Khan, taken at Chitoor, and his family, shall be immediately released, and if willing to return to the Carnatic shall be allowed to do so. If any person or persons belonging to the said Nawab, and taken by the Company in the late war, be now alive, and in prison in Bencoolen or other territories of the Company, such person or persons shall be immediately released, and if willing to return shall be sent without delay to the nearest fort or settlement in the Mysore country. Boswapa, late amuldar of Palicacherry, shall be released and set at liberty to depart.

ARTICLE 3.

Immediately after signing and sealing the Treaty, the English Commissioners shall give written orders for the delivery of Onore, Carwar, and Sadashevagar, and forts or places adjoining thereto, and send a ship or ships to bring away the garrisons. The Nawab Tippoo Sultan Bahadoor will cause the troops in those places to be supplied with provisions and any other necessary assistance for their voyage to Bombay (they paying for the same). The Commissioners will likewise give at the same time written orders for the delivery of the forts and districts of Caroor, Auracourchy, and Daraparam; and immediately after the release and delivery of the prisoners, as before mentioned, the fort and district of Dindigul shall be evacuated and restored to the Nawab Tippoo Sultan Bahadoor, and none

of the troops of the Company shall afterwards remain in the country of the Nawab Tippoo Sultan Bahadoor.

ARTICLE 4.

As soon as all the prisoners are released and delivered, the fort and district of Cannanore shall be evacuated and restored to Ali Rajah Biby, the Queen of that country, in the presence of any one person without troops, whom the Nawab Tippoo Sultan Bahadoor may appoint for that purpose: and at the same time that the orders are given for the evacuation and delivery of the forts of Cannanore and Dindigul, the said Nawab shall give written orders for the evacuation and delivery of Amboorgur and Satgur to the English; and in the meantime none of the troops of the said Nawab shall be left in any part of the Carnatic except in the two forts above mentioned.

ARTICLE 5.

After the conclusion of this Treaty the Nawab Tippoo Sultan Bahadoor will make no claim whatever in future on the Carnatic.

ARTICLE 6.

All persons whatsoever who have been taken and carried away from the Carnatic Paven Ghat (which includes Tanjore) by the late Nawab Hyder Ali Khan Bahadoor, who is in heaven, or by the Nawab Tippoo Sultan Bahadoor or otherwise belonging to the Carnatic, and now in the Nawab Tippoo Sultan Bahadoor's dominions and willing to return, shall be immediately allowed to return with their families and children, or as soon as may be convenient to themselves; and all persons belonging to the Vencatacherry Rajah who were taken prisoners in returning from the fort of Vellore, to which place they had been sent with provisions, shall also be released, and permitted immediately to return. Lists of the principal persons belonging to the Nawab Mahomed Ali Khan Bahadoor and to the Rajah of Vencatacherry shall be delivered to the Nawab Tippoo Sultan's ministers; and the Nawab will cause the contents of this Article to be publicly notified throughout his country.

ARTICLE 7.

This being the happy period of general peace and reconciliation, the Nawab Tippoo Sultan Bahadoor, as a testimony and proof of his friendship to the English, agrees that the Rajahs or zemindars on this coast who have favored the English in the late war shall not be molested on that account.

ARTICLE 8.

The Nawab Tippoo Sultan Bahadoor hereby renews and confirms all the commercial privileges and immunities given to the English by the late Nawab Hyder Ali Khan Bahadoor, who is in heaven, and particularly

stipulated and specified in the Treaty between the Company and the said Nawab concluded the 8th of August 1770.

ARTICLE 9.

The Nawab Tippoo Sultan Bahadoor shall restore the factory and privileges possessed by the English at Calicut until the year 1779 (or 1193 Hegira), and shall restore Mount Dilly and the district, belonging to the settlement of Tellicherry, and possessed by the English, till taken by Sirdar Khan at the commencement of the late war.

ARTICLE 10.

This Treaty shall be signed and sealed by the English Commissioners and a copy of it shall afterwards be signed and sealed by the President and Select Committee of Fort St. George, and returned to the Nawab Tippoo Sultan Bahadoor in one month, or sooner if possible; and the same shall be acknowledged under the hands and seals of the Governor-General and Council of Bengal and the Governor and Select Committee of Bombay as binding upon all the Governments of India; and copies of the Treaty, so acknowledged, shall be sent to the said Nawab in three months, or sooner if possible. In testimony whereof the said contracting parties have signed, sealed and interchangeably delivered two instruments, of the same tenor and date; to wit, the said three Commissioners on behalf of the Honourable English East India Company and the Carnatic Paven Ghat; and the said Nawab Tippoo Sultan Bahadoor, on his own behalf, and the dominions of Seringapatam and Hyder Nugur, etc. This executed at Mangalore (otherwise called Codial Bunder) this 11th day of March and year 1784 of the Christian era, and 16th day of the moon Rubee-ul-sanee, in the year of the Hegira 1198.

TIPPOO SULTAN'S Signature, (Sd.) ANTHONY SADLIER. L. S.

„ GEORGE LEONARD STAUNTON. L. S.

„ JOHN HUDLESTON. L. S.

No. XLI.

PRELIMINARY TREATY with TIPPOO SULTAN—February 1792. COPY of the PRELIMINARY ARTICLES agreed upon and exchanged, dated 22nd February 1792.

ARTICLE 1.

One-half of the dominions which were in possession of Tippoo Sultan at the commencement of the present war shall be ceded to the allies adjacent to the respective boundaries, and agreeable to their selection.

ARTICLE 2.

Three crores and thirty lakhs of Sicca Rupees shall be paid to the allies, agreeably to the following particulars, etc.

One crore and thirty-five lakhs shall be paid immediately, in Pagodas or gold mohurs, or Rupees, of full weight and standard, or in gold or silver bullion. The remainder one crore and sixty-five lakhs at three instalments, not exceeding four months each, in the three coins before mentioned.

ARTICLE 3.

All subjects of the four several powers who may have been prisoners from the time of the late Hyder Ali Khan to the present period shall be fairly and unequivocally released.

ARTICLE 4.

Until the due performance of the three Articles abovementioned, two of the three eldest sons of Tippoo Sultan shall be given as hostages, on the arrival of whom a cessation of hostilities shall take place.

ARTICLE 5.

When an agreement containing the Articles above written shall arrive, bearing the seal and signature of Tippoo Sultan, counter agreements shall be sent from the three powers; and after the cessation of hostilities such a definitive Treaty of perpetual friendship, as shall be settled by the several parties, shall be adjusted and entered into.

No. XLII.

TREATY of PEACE with TIPPOO SULTAN—1792.

DEFINITIVE TREATY of PERPETUAL FRIENDSHIP for the adjustment of affairs between the HONOURABLE ENGLISH EAST INDIA COMPANY, the NAWAB AUSUPH JAH BAHADOOR and RAO PUNDIT PRUDHAN BAHADOOR, and TIPPOO SULTAN, in virtue of the authority of the RIGHT HONOURABLE CHARLES, EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER, GOVERNOR-GENERAL, etc., etc., invested with full powers to direct and control all the affairs of the said COMPANY in the EAST INDIES, dependent on the several Presidencies of Bengal, Madras, and Bombay, and of the NAWAB AZIM-OOL-OMRAH BAHADOOR possessing full powers on the part of the NAWAB AUSUPH JAH BAHADOOR, and HURRY RAM PUNDIT TANTEA BAHADOOR possessing equal powers on the part of RAO PUNDIT PRUDHAN BAHADOOR, settled the 17th day of March 1792, of the Christian era, answering to the 23rd day of the month Rajeb, 1206 of the Hegira; by SIR JOHN KENNAWAY, BARONET, on the part of the RIGHT HONOURABLE CHARLES, EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER, etc.; and MEER AULUM BAHADOOR, on the part of the NAWAB AZIM-OOL-OMRAH BAHADOOR; and BUCKAJEE PUNDIT, on the part of HURRY RAM PUNDIT TANTEA BAHADOOR; on one part: and by GHOLAUM ALI KHAN BAHADOOR, and ALI RHEZA KHAN, on behalf of TIPPOO SULTAN, according to the undermentioned Articles, which by the blessing of God shall be binding on their heirs and successors as long as the sun and moon endure, and the conditions of them be invariably observed by the contracting parties.

ARTICLE 1.

The friendship subsisting between the Honourable Company and the Circars of Tippoo Sultan, agreeably to former Treaties, the first with the

late Nawab Hyder Ali Khan, bearing date 8th August 1770, and the other with Tippoo Sultan, of the 11th of March 1784, is hereby confirmed and increased, and the Articles of the two former Treaties are to remain in full, excepting such of them as by the present engagement are otherwise adjusted : and the eighth article of the second above-mentioned Treaty, dated the 11th March 1784, corresponding with the 18th of the month Rubbee-ul-sanee, 1198 Hegira, confirming all the privileges and immunities of trade which the deceased Nawab Hyder Ali Khan granted to the said Company by the Treaty entered into in the year 1770, is also, by virtue of the present Treaty, renewed and confirmed.

ARTICLE 2.

In the fourth Article of the preliminary Treaty entered into between the allied powers and the said Tippoo Sultan, dated the 22nd February 1792, corresponding with the 28th of the month Jemmadee-ul-sanee, 1206 Hegira, it is written, " until the due performance of the three foregoing Articles" (the first Article stipulating the cession of half the country ; the second, the immediate payment of half the sum of money agreed to be paid, and the remainder in specie only, at three instalments, not exceeding four months each instalments ; and the third engaging for the release of prisoners) " two of the sons of the said Tippoo Sultan shall be detained as hostages," which Articles are confirmed by the present instrument ; accordingly the said Tippoo Sultan shall divide the sum agreed to be paid at three instalments abovementioned into three equal parts, and shall pay to the said three powers their respective shares, at the exchange affixed for the amount to be paid immediately, at such places on the boundaries of the allies as shall be determined on by them ; and after the performance of the remaining two Articles abovementioned, that is to say, the cession of one-half of the country and the release of the prisoners, in case the amount of the instalments be paid by Tippoo Sultan to the three powers prior to the expiration of the period stipulated for it, the said sons of Tippoo Sultan shall be immediately dismissed, and all pecuniary demands between the contracting parties shall cease and be at an end.

ARTICLE 3.

By the first Article of the preliminary Treaty it is agreed that one-half of the dominions which were in the possession of the said Tippoo Sultan at the commencement of the war, shall be ceded to the allies adjacent to their respective boundaries, and subject to their selection accordingly. The general abstract of countries, composing half the dominions of Tippoo Sultan, to be ceded to the allies agreeably to their respective shares, is hereunto subjoined and the detail of them is inserted in a separate Schedule bearing the seal and signature of Tippoo Sultan.

Districts ceded to the Honourable English Company.

	C Pagodas. F. C.	C. Pagodas. F. C.	C Pagodas. F. C.
Calicut, 63 Talooks ...	...	8,48,765 5 4¼	
Paulgautchery	...	8[illegible],000 0 0	
Dindigul and Pulnavier Pakshy, 2 Talooks.	...	90,000 0 0	
Salem	...	24,000 0 0	
Koork	...	8,000 0 0	
Namuel...	...	16,000 0 0	
Sunkagurry	...	40,000 0 0	
Barrah Mohul, 9 Talooks, *viz.*—			
Barrah Mohul	64,000 0 0		
Caveriputtun	10,000 0 0		
Verbudurdroog	8,000 0 0		
Raycottah	8,000 0 0		
Kangoondie	6,000 0 0		
Durampoory	8,000 0 0		
Pinnagurh	10,000 0 0		
Tingrycottah	12,000 0 0		
Caveripoor	8,000 0 0		
		1,34,000 0 0	
Attoor Anuntgurry	...	18,000 0 0	
Purmutty	...	14,000 0 0	
Shadmungal	...	20,000 0 0	
Vainloor	...	16,000 0 0	
			13,16,765 5 4½

Districts ceded to the Nawab Ausuph Jah Bahadoor.

Talook Kurpah, 61 Talooks The Daab, 15 do.	16,48,099 3 2			
Deduct as follows :—				
In the Peishwa's share ... 13,06,666 6 10				
Remains with Tippoo Sultan Anagoondy... 60,101 0 0				
	13,66,767 6 10			
Remains to the Nawab Ausuph Jah.	...	2,81,331	6	8
Banyaupilly and Churchinnulla, 2 Talooks.	...	41,804	9	8
Singputtum and Chilwara ...	...	20,000	0	0
Onak	...	20,000	0	0
Hanwuntgoond	...	15,000	0	0
Wimpelly-vemla	...	12,565	0	0
Mouka	...	12,162	6	14
In Gooty 4 Talooks, *viz.*—				
Tarputry	19,055 0 4			
Tannorry	13,072 8 0			
Velanoor	8,800 0 0			
Singemmully	10,855 0 0			
		51,782	8	0

Districts ceded to Nawab Ausuph Jah Bahadoor—concld.

	C. Pagodas. F. C.	C. Pagodas. F C	C. Pagodas. F. C.
Beswapoor		5,000 0 0	
Bulkarykoor, etc., 2 Talooks ...	35,000 0 0		
Deduct :			
Remains with Tippoo Sultan 2 Talooks, Koorkoor and Dummoor.	12,000 0 0		
Remains to the Nawab Ausuph Jah.		23.000 0 0	
In Koorkoor		370 2 5	13,16,666 6 11

Districts ceded to Rao Pundit Prudhan Bahadoor.

The Deal, 15 Talooks ...		16,48,099 3 2	
Deduct :			
Remains with Tippoo Sultan Anagoody, 1 Talook ..	60,101 0 0		
In the share of the Nawab Ausuph Jah.			
Koopul, 8 Talooks 1,06,137 3 9			
Kuichghurry, 1 Talock ... 79,100 0 0			
In Gujunderghur 96,094 2 15			
	2.81,331 6 8	3,41,432 6 8	
Remains to Rao Pundit Prudhan, *viz*, Dauwar, 8 Talooks.	1,31,536 8 5⅛		
Hawanoor, 2 do. ...	30,604 3 2		
Dunoor	15,394 66 0¼		
Baukapoor, 16 Talooks ...	2,50,426 6 7¼		
Serhutty, 4 do. ...	64,843 7 10		
Kelore. 11 do. ...	1,43,397 4 3		
Gudduck, 4 do. ...	45 297 1 9⅞		
Jalahul, 5 do. ..	73,185 0 14		
Dummul, 4 do. ...	49,196 5 12		
Shunore, 26 do. ...	3,40,346 7 13		
Saulgurry Soudunty ...	1,48,953 8 0		
In Gujunderghur, 8 Talooks ... 1,01,977 9 5⅛			
Deduct in the share of the Nawab Ausuph Jah ... 96,094 2 15			
	5,883 6 7½		
		13,06 666 6 10	
Remains to Rao Pundit Prudhan from Gooty Sundoor.		10,000 0 0	13,16,666 6 10
GRAND TOTAL C. PAGODAS ...			39,50,098 8 9¼

ARTICLE 4.

Whatever part of Namuel, Sunkagurry, Salem, Caveripoor, Attoor, and Parmutty, which, as above stated, are comprised within the division ceded to the aforesaid Company, shall be situated to the northward and eastward of the river Cavery, or if there should be any other talooks or villages of talooks situated as above described, they shall belong to the said Company and others of equal value shall be relinquished by the said Company to Tippoo Sultan in exchange for them; and if of the above districts there shall be any talooks or villages of talooks situated to the westward or southward of the said river, they shall be relinquished to Tippoo Sultan, in exchange for others of equal value to the said Company.

ARTICLE 5.

On the ratification and mutual exchange of this definite Treaty, such districts and forts as are to be ceded by Tippoo Sultan shall be delivered up without any cavil or demand for outstanding balances: and such talooks and forts as are to be relinquished by the three powers to Tippoo Sultan shall, in the same manner, be delivered up; and orders to this effect, addressed to the aumils and commanders of forts, shall be immediately, prepared and delivered to each respectively of the contracting parties. On the receipt of which orders, the discharge of the money stipulated to be paid immediately, and the release of prisoners on all sides (of which the contracting parties, considering God as present and a witness, shall release without cavil all that are in existence, and shall not detain a single person), the armies of the allied powers shall march from Seringapatam. Such forts and places, nevertheless, as shall be in the possession of the said Company, and on the road by which the said armies are to march shall not be given up until the said armies shall have removed the stores, grain, etc., and sick which are in them, and shall have passed them on their return. As far as possible, no delay shall be allowed to occur in the said stores, etc., being removed.

ARTICLE 6.

Whatever guns and shot shall be left by Tippoo Sultan in the forts, which the said Tippoo Sultan has agreed to cede to the allied powers, an equal number of guns and shot shall be left in the forts which the allied powers have agreed to restore to Tippoo Sultan.

ARTICLE 7.

The contracting parties agree that zemindars and aumildars, being in balance to either party, and repairing to the country of either party, protection shall not be given them, and they shall be restored. If hereafter it should happen that any disputes arise on the boundaries of the allies and the said Tippoo Sultan, such disputes shall be adjusted with the knowledge and approbation of all parties.

ARTICLE 8

The polygars and zemindars of this country, who in the course of the present war have attached themselves and been serviceable to the allies,

shall not on that account, in any shape or manner, be injured or molested by Tippoo Sultan.

Whenever three copies of this Treaty, consisting of eight Articles, shall be delivered by Tippoo Sultan, bearing his seal and signature accompanied by three Schedules, also under the seal and signature of the said Tippoo Sultan, specifying the detail of the countries ceded to the three powers, one to the said Company with the Schedule, one to the said Nawab Ausuph Jah Bahadoor with the Schedule, and one to the said Rao Pundit Prudhan Bahadoor with the Schedule, three counterparts thereof and of the Schedule shall be delivered to the said Tippoo Sultan by the allies, that is to say, one counterpart with the Schedule on the part of the said Company, bearing the seal and signature of the said Earl Cornwallis; one with the Schedule on the part of the said Nawab Ausuph Jah Bahadoor, bearing the seal and signature of the said Nawab and of Azim-ool-Oomrah Bahadoor; and one with the Schedule on the part of the said Rao Pundit Prudhan Bahadoor, bearing the seal of the said Rao Pundit Prudhan Bahadoor and the signature of the said Hurry Ram Pundit Tantea Bahadoor.

Signed and sealed in Camp, near Seringapatam, this 18th day of March 1792.

(Sd.) CORNWALLIS. Seal.

Jummabundy of the countries which are ceded to the Honourable English East India Company by Tippoo Sultan according to the following detail, dated the 16th of March 1792, corresponding to the 22nd. Rajeb, 1206 Hegira.

Talooks appertaining to Calicut. 63 Talooks, viz.	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Talook Curba Calicut, 3 Talooks—			
Curba	38,236 8 0		
Ramnagr	8,071 7 12		
Purrupnagr	8,863 3 0		
Talook Goorumuny, 7 Talooks—			
Curba	12,725 0 4		
Kolecaut	12,957 3 5		
Paynayr	17,630 5 14		
Purmulla	17,015 9 0		
Kulkumra	12,513 8 3		
Wurkumra	10,535 7 2		
Poelwaye	11,564 8 8		
		94,943 2 14	

Jummabundy of the Countries, etc.—contd.

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Talook Petudnagr, 10 Talooks—			
Curba	14,736 1 14½		
Mylatoor	12,192 4 15		
Augarypoor	13,615 4 5		
Kulkumdela	9,641 3 4½		
Shumayr	10,982 9 11		
Poontanny ...	14,073 7 5		
Kootay	8,159 4 5		
Wurmayrgur	6,386 2 14		
Kaaput	5,480 1 4		
Wy Kittycote	16,701 7 10		
Talook Warutnagr, 4 Talooks—			
Curba	13,515 0 4¼		
Mullpoor	6,608 7 6		
Moreypoor	11,117 3 2		
Wullu Carycote	10,130 0 0		
		41,371 0 12¼	
Talook Shaudgur, 11 Talooks—			
Curba	12,954 0 8¼		
Wunnurg Kullyparah ...	12,466 2 9		
Kalkynagr	12,445 6 6		
Kolekathynagr	10,549 9 2		
Korungeloor	7,117 9 14½		
Suluge	7,567 6 14		
Turunganayr	13,584 2 6		
Hadnallekdush	13,916 7 0		
Kurumputa	6,700 0 0		
Turlatta	10,394 5 15		
Kowulparah	8,328 8 9½		
		1,16,025 9 4	
Talook Eoweynayr, 2 Talooks—			
Curba	11,430 3 4¼		
Kullaye	4,470 4 3¼		
		15,900 7 7½	
Talook Cherkul, 5 Talooks—			
Curba	21,173 0 6½		
Putton	19,499 3 2¼		
Runditsera	13,137 8 1		
Gowage	12,176 0 10½		
Murrage	14,486 3 6		
		80,472 5 10¾	
Talook Cote Augria, 3 Talooks—			
Cusba Kudroor	14,518 7 2¾		
Putchy	12,654 0 5		
Cootyary	12,828 5 3		
		40,001 2 10¾	
Talook Kurupnayr, 3 Talooks—			
Cusba Kootupoor	18,777 5 9½		
Yergurah	13,192 3 15¾		
Kawal	18,139 0 5½		
		50,108 9 14¾	

Jummabundy of the Countries, etc.—concld.

	C. Pagodas. F. C.	C. Pagodas F. C.	C. Pagodas. F. C.
Talook Canianoor, 1 Talook—		30,000 0 0	
Talook Cochy, 14 Talooks—			
Toorshmerow	10,000 0 0		
Mukuntpoor	10,000 0 0		
Cotcherry	7,000 0 0		
Animagull	6,000 0 0		
Tulpooly	7,000 0 0		
Moloorkurra	5,000 0 0		
Chalkurra	5,000 0 0		
Oiloornumaary	10,000 0 0		
Chittoor Tutmungul ..	20,000 0 0		
Alunggaar	4,000 0 0		
Paroor	4,000 0 0		
Kootmutnayr	4,000 0 0		
Shaadmungul	4,000 0 0		
		1,00,000 0 0	
Profits on Black Pepper, Mint and Duties on Timber, etc.			
Farm of the Timber duties ..	30,000 0 0		
Duties on tobacco	2,800 0 0		
Mint	30,000 0 0		
Black Pepper, Cocoanuts, etc.	50,000 0 0		
		1,12,800 0 0	
			8,48,765 5 4½
Talook Paulgatcherry ...			88,000 0 0
Dindigul and Pulnaveerpuckshy, 2 Talooks—			
Dindigul		80,000 0 0	
Pulnaveerpuckshy		10,000 0 0	
			90,000 0 0
Selem			24,000 0 0
Koork			8,000 0 0
Namkul			16,000 0 0
Sunkagury			40,000 0 0
Anuntgury			18,000 0 0
Parmutty			14,000 0 0
Vamloor			16,000 0 0
Shadmungul			20,000 0 0
Burrah Mohul, 9 Talooks—			
Burrah Mohul		64,000 0 0	
Caveripoor		8,000 0 0	
Caveriputtun		10,000 0 0	
Verbudderdroog		8,000 0 0	
Raycotta		8,000 0 0	
Kungoondy		6,000 0 0	
Darrampoory		8,000 0 0	
Pinnagur		10,000 0 0	
Tingrecolah		12,000 0 0	
			1,34,000 0 0
Canterai Pagodas			13,16,765 5 4½

The villages of the abovementioned talooks shall be relinquished and retained on an investigation on the spot.

Dated in Camp, near Seringapatam, this 16th day of March 1792.

No. XLIII.

SUBSIDIARY TREATY with the RAJAH OF MYSORE—1799.

A TREATY of PERPETUAL FRIENDSHIP and ALLIANCE concluded on the one part by HIS EXCELLENCY LIEUTENANT-GENERAL GEORGE HARRIS, COMMANDER-IN-CHIEF of the Forces of HIS BRITANNIC MAJESTY and of the ENGLISH EAST INDIA COMPANY BAHADOOR in the Carnatic and on the coast of Malabar, the HONOURABLE COLONEL ARTHUR WELLESLEY, the HONOURABLE HENRY WELLESLEY, LIEUTENANT-COLONEL WILLIAM KIRKPATRICK, and LIEUTENANT-COLONEL BARRY CLOSE, on behalf and in the name of the RIGHT HONOURABLE RICHARD, EARL OF MORNINGTON, K.P., GOVERNOR-GENERAL for all affairs, civil and military, of the British nation in India by virtue of full powers vested in them for this purpose by the said RICHARD, EARL of MORNINGTON, GOVERNOR-GENERAL; and on the other part by MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR, RAJAH of MYSORE.

Whereas it is stipulated in the Treaty concluded on the 22nd of June 799, between the Honourable English East India Company Bahadoor and ne Nawab Nizam-ood-dowlah Ausuph Jah Bahadoor, for strengthening the alliance and friendship subsisting between the said English East India Company Bahadoor, His Highness Nizam-ood-dowlah Ausuph Jah Bahadoor and the Peishwa Rao Pundit Prudhan Bahadoor, and for effecting a settlement of the territories of the late Tippoo Sultan, that a separate government shall be established in Mysore, and that His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall possess certain territories, specified in Schedule C annexed to the said Treaty, and that, for the effectual establishment of the government of Mysore, His Highness shall be assisted with a suitable subsidiary force, to be furnished by the English East India Company Bahadoor; wherefore, in order to carry the said

stipulations into effect, and to increase and strengthen the friendship subsisting between the said English East India Company and the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, this Treaty is concluded by Lieutenant-General George Harris, Commander-in-Chief of the forces of His Britannic Majesty and of the said English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid, and by His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, which shall be binding upon the contracting parties as long as the sun and moon shall endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both.

ARTICLE 2.

The Honourable East India Company Bahadoor agrees to maintain, and His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees to receive, a military force for the defence and security of His Highness's dominions; in consideration of which protection, His Highness engages to pay the annual sum of seven lakhs of star pagodas to the said East India Company, the said sum to be paid in twelve equal monthly instalments, commencing from the 1st of July Anno Domini 1799. And His Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, shall be entirely left to the Company.

ARTICLE 3.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or of either of them, that hostilities shall be undertaken, or preparations made for commencing hostilities against any State or power, His said Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of war, such a sum as shall appear to the Governor-General in Council of Fort William, on an attentive consideration of the means of His said Highness, to bear a just and reasonable proportion to the actual net revenues of His said Highness.

ARTICLE 4.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the third Article of the present Treaty,

it is hereby stipulated and agreed between the contracting parties, that whenever the Governor-General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds so destined, the said Governor-General in Council shall be at liberty, and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch and department of the Government of Mysore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, as shall appear to him, the said Governor-General in Council, necessary to render the said funds efficient and available, either in time of peace or war.

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor-General in Council shall signify to the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor that it is become necessary to carry into effect the provisions of the fourth Article, His said Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall immediately issue orders to his aumils or other officers either for carrying into effect the said regulations and ordinances, according to the tenor of the fourth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor. And in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor-General in Council shall be at liberty to issue orders, by his own authority, either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenues of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people. Provided always, that whenever and so long as any part or parts of His said Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor-General in Council shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also, that in no case whatever shall His Highness's actual receipt or annual income, arising out of his territorial revenue, be less than the sum of one lakh of Star Pagodas, together with one-fifth of the net revenues of the whole of the territories ceded to him by the fifth Article of the Treaty of Mysore; which sum of one lakh of Star Pagodas, together with the amount of one-fifth of the said net revenues, the East India Company engages, at all times and in every possible case, to secure and cause to be paid for His Highness's use.

ARTICLE 6.

His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor engages that he will be guided by a sincere and cordial attention to the

relations of peace and amity now established between the English Company Bahadoor and their allies, and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever. And for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 7.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor; and that he will apprehend and deliver up to the Company's government all Europeans of whatever description who shall be found within the territories of His said Highness without regular passports from the Company's government, it being His Highness's determined resolution not to suffer, even for a day, any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE 8.

Whereas the complete protection of His Highness's said territories requires that various fortresses and strong places situated within the territories of His Highness should be garrisoned and commanded, as well in time of peace as of war, by British troops and officers, His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor engages that the said English Company Bahadoor shall at all times be at liberty to garrison, in whatever manner they may judge proper, all such fortresses and strong places within His said Highness's territories as it shall appear to them advisable to take charge of.

ARTICLE 9.

And whereas, in consequence of the system of defence which it may be expedient to adopt for the security of the territorial possessions of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, it may be necessary that certain forts and strong places within His Highness's territories should be dismantled or destroyed, and that other forts and strong places should be strengthened and repaired, it is stipulated and agreed that the English East India Company Bahadoor shall be the sole judges of the necessity of any such alterations in the said fortresses: and it is further agreed that such expenses as may be incurred on this account shall be borne and defrayed in equal proportions by the contracting parties.

ARTICLE 10.

In case it shall become necessary for enforcing and maintaining the authority and government of His Highness in the territories now subjected to

his power, that the regular troops of the English East India Company Bahadoor should be employed, it is stipulated and agreed that, upon formal application being made for the service of the said troops, they shall be employed in such manner as to the said Company shall seem fit; but it is expressly understood by the contracting parties that this stipulation shall not subject the troops of the English East India Company Bahadoor to be employed in the ordinary transactions of revenue.

ARTICLE 11.

It being expedient for the restoration and permanent establishment of tranquillity in the territories now subjected to the authority of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, that suitable provision should be made for certain officers of rank in the service of the late Tippoo Sultan, His said Highness agrees to enter into the immediate discussion of this point, and to fix the amount of the funds (as soon as the necessary information can be obtained to be granted for this purpose, in a separate Article, to be hereafter added to this Treaty.

ARTICLE 12.

Lest the garrison of Seringapatam should at any time be subject to inconvenience, from the high price of provisions and other necessaries, His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees that such quantities of provisions and other necessaries as may be required for the use and consumption of the troops composing the said garrison shall be allowed to enter the place from all and every part of his dominions free of any duty, tax, or impediment whatever.

ARTICLE 13.

The contracting parties hereby agree to take into their early consideration the best means of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both Governments, and to conclude a Commercial Treaty for this purpose with as little delay as possible.

ARTICLE 14.

His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor hereby promises to pay at all times the utmost attention to such advice as the Company's government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people and the mutual welfare of both States.

ARTICLE 15.

Whereas it may hereafter appear that some of the districts declared by the Treaty of Mysore to belong respectively to the English Company

Bahadoor and to His Highness are inconveniently situated, with a view to the proper connection of their respective lines of frontier, it is hereby stipulated between the contracting parties that in all such cases they will proceed to such an adjustment, by means of exchanges or otherwise, as shall be best suited to the occasion.

ARTICLE 16.

This Treaty, consisting of 16 Articles, being this day, the 8th of July, Anno Domini 1799 (corresponding to the 3rd of Suffer, Anno Hegiræ 1214 and to the 7th of the month Assar, of the 1721st year of the Saliwund era) settled and concluded at the fort of Nazzerbah, near Seringapatam, by his Excellency Lieutenant-General George Harris, Commander-in-Chief of the Forces of His Britannic Majesty, and of the Honourable English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, with the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor; the aforesaid gentlemen have delivered to the said Maharajah one copy of the same, in English and Persian, sealed and signed by them, and His Highness Maharajah has delivered to the gentlemen aforesaid another copy, also in Persian and English, bearing his seal, and signed by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to the Maharajah Kishna Rajah Oodiaver. And the aforesaid gentlemen have engaged to procure and to deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Right Honourable the Governor-General, on the receipt of which by the said Maharajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, and the copy of it now delivered to the said Maharajah shall be returned.

Witnessed,

(Sd.) EDWARD GOLDING,
Asstt. Secy.

L. S. — Seal of the MAHARAJAH and the

L. S. — RANEE'S Signature.

L. S. — Seal and signature of PURNIA.

No. XLIV.

SUPPLEMENTARY TREATY with the RAJAH OF MYSORE, 1803, with reference to the fifteenth ARTICLE of the TREATY of MYSORE, concluded in 1799.

SUPPLEMENTARY TREATY for adjusting an EXCHANGE of certain DISTRICTS between the ENGLISH EAST INDIA COMPANY BAHADOOR and HIS HIGHNESS MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR, RAJAH of MYSORE.

Whereas it is provided by the fifteenth Article of the Treaty of Mysore that if occasion should require certain interchange of territory should be made between the Honourable Company and His Highness; and whereas it has now become expedient, upon the principle of mutual convenience, that certain districts belonging to the said English East India Company Bahadoor should be exchanged for other districts of equal value belonging to the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore: wherefore a supplementary Treaty, for the adjustment of the interchange of the said districts, is now concluded on the one part by Josiah Webbe, Esq., in the name and on behalf of the Most Noble Richard, Marquis Wellesley, K.P., Governor-General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for this purpose by the said Richard, Marquis Wellesley, Governor-General, and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf.

ARTICLE 1.

It is agreed and stipulated that the following interchange of districts shall take place between the contracting parties, *viz.*, that the districts belonging to Maharajah Mysore Kishna Rajah Oodiaver Bahadoor contained in Schedule A, hereunto annexed, shall be ceded to the English East India Company Bahadoor, who, in lieu thereof, shall cede to the said Maharajah Bahadoor the districts contained in Schedule B hereunto annexed.

This supplementary Treaty, consisting of one Article, with two Schedules annexed, having been settled and concluded on this 29th day of December Anno Domini 1803, corresponding to the 14th day of Ruzan Anno Hegiræ 1218, and to the 16th day of the month of Poosheam, of the year 1725 of the Solerandan era, at Hurryghur by Josiah Webbe, Esq., with the Maharajah Oodiaver Bahadoor, Mr. Webbe has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Mr. Webbe another copy, in Persian and English, bearing His Highness's seal, and signed

by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to His Highness Maharajah Oodiaver Bahadoor; and Mr. Webbe has engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Most Noble the Governor-General, on the receipt of which by the said Maharajah the present supplementary Treaty shall be deemed complete and binding on the Honourable East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, and the copy of it now delivered to the said Maharajah shall be returned.

Signed in the Gentoo language. L. S.

Schedule A.

Districts to be ceded by His Highness the Rajah of Mysore to the Honourable Company.

Woodunpatore	5,840	1	4
Era Sawer Seemy	1,300	0	0
Two-thirds of Punganoor	10,000	0	0
Wynaad	10,000	0	0
Hulhul	2,400	0	0
Part of Goodicotta	4,907	12	8
C. Pagodas ...	34,447	13	12

Schedule B.

Districts to be ceded by the Honourable Company to His Highness the Rajah of Mysore.

Hoolulkura	11,425	4	8
Mycondah	12,226	9	4
Hurryghur	10,796	0	0
C. Pagodas ...	34,447	13	12

No. XLV.

1807.

ARTICLES explanatory of the THIRD ARTICLE of the TREATY OF MYSORE, concluded in 1799.

ADDITIONAL ARTICLES for modifying and defining the PROVISIONS of the THIRD ARTICLE of the TREATY of MYSORE, settled and concluded between the ENGLISH EAST INDIA COMPANY BAHADOOR and MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR, RAJAH of MYSORE.

Whereas it is stipulated by the third Article of the Treaty of Mysore that in the event of hostilities, or of preparations for hostilities against any State or power, Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall contribute towards the discharge of the increased expenses thereby incurred a sum to be eventually determined by the Governor-General in Council of Fort William; and whereas it has appeared expedient to the contracting parties that the provisions of the said Article should now be rendered specific, and that the said indefinite contributions in war should be commuted for the fixed maintenance of a certain body of horse in peace and war; wherefore these additional Articles, for modifying and defining the provisions of the third Article of the said Treaty are now concluded on the one part by Major Mark Wilks in the name and on behalf of the Honourable Sir George Hilaro Barlow, Baronet, Governor-General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for the purpose by the said Sir George Hilaro Barlow, Baronet, Governor-General, and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf.

ARTICLE 1.

It is agreed and stipulated that His Highness Maharajah Mysore Kishna Rajah Oodiaver shall be relieved from the pecuniary contribution to which he was liable by the provisions of the third Article of the Treaty of Mysore; in consideration whereof, His Highness engages to maintain at all times, fit for service and subject to muster a body of (4,000) four thousand effective horse, of which number about (500) five hundred shall be Bargeers, and the rest Silladar horse.

ARTICLE 2.

Such portion of the said body of (4,000) four thousand horse as in the opinion of the British Government shall not be necessary for the internal

protection of the country of Mysore, shall be at all times ready to accompany and serve with the Honourable Company's army ; and while employed beyond the territory of Mysore the extra expenses of their maintenance, or batta, at the rate of (4) four Star Pagodas per month for each effective man and horse, after the expiration of one month from the date of their crossing the frontier, shall be regularly paid by the Honourable Company. The extra expense of any casual service beyond the frontier, not exceeding in duration the period of one month, shall be borne by the Government of Mysore.

ARTICLE 3.

If it should at any time be found expedient to augment the cavalry of Mysore beyond the number of (4,000) four thousand, on intimation to that effect from the British Government, His Highness the Rajah shall use his utmost endeavours for that purpose ; but the whole expense of such augmentation, and of the maintenance of the additional numbers, at the rate of (8) eight Star Pagodas for each effective man and horse, while within the territory of Mysore, and of an additional sum, or batta, at the rate of (4) four Star Pagodas a month after the expiration of one month from the period of their passing the frontier of Mysore, as described in the second Article, shall be defrayed by the Honourable Company.

ARTICLE 4.

Whereas, in confirmity to the wish of the Governor-General, a body of (4,000) four thousand horse and upwards has been provisionally maintained by His Highness the Rajah, from the period of the conclusion of war in the Deccan until this time, it is hereby declared that His Highness has fully and faithfully performed the obligations of the third Article of the Treaty of Mysore until this day, and is hereby absolved from all retrospective claims on that account.

These four additional Articles, which like the original Treaty of Mysore, shall be binding on the contracting parties as long as the sun and moon shall endure, having been settled and concluded on this 29th day of January Anno Domini 1807, corresponding to the 19th of Zilcaad, Anno Hegiræ 1221, and to the 21st day of the month of Pooshe, of the year 1728 of the Shalwan era, at Mysore, by Major Mark Wilks with the Maharajah Kishna Rajah Oodiaver Bahadoor, Major Wilks has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Major Wilks another copy, in Persian and English, bearing His Highness's seal and signature, and signed by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to His Highness Maharajah Oodiaver Bahadoor ; and Major Wilks has engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Honourable the Governor-General, on the receipt of which by the Maharajah the present additional Articles shall be deemed complete

and binding on the Honourable East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor and the copy now delivered to the said Maharajah shall be returned.

No. XLVI.

PROCLAMATION.

Dated the 30th March 1868.

His Excellency the Right Hon'ble the Viceroy and Governor-General in Council announces to the Chiefs and people of Mysore the death of His Highness the Maharajah Krisnaraj Wodiar Bahadoor, Knight Grand Commander of the Most Exalted Order of the Star of India. This event is regarded with sorrow by the Government of India, with which the late Maharajah had preserved relations of friendship for more than half a century.

His Highness Chamrajendra Wodiar Bahadoor, at present a minor, the adopted son of the late Maharajah, is acknowledged by the Government of India as his successor and as Maharajah of the Mysore Territories.

During the minority of His Highness, the said territories will be administered in His Highness's name by the British Government, and will be governed on the same principles and under the same regulations as heretofore.

When His Highness shall attain to the period of majority, that is, the age of eighteen years, and if His Highness shall then be found qualified for the discharge of the duties of his exalted position, the Government of the country will be entrusted to him, subject to such conditions as may be determined at that time.

By order of His Excellency the Right Hon'ble the Viceroy and Governor-General in Council.

(Sd.) R. TEMPLE,
Offg. Secy. to the Govt. of India.

No. XLVII.

PROCLAMATION on the installation of CHAMRAJENDRA WODIAR BAHADUR as MAHARAJAH of MYSORE, dated the 25th March 1881.

Whereas in the year 1868 the Viceroy and Governor-General of India in Council announced by proclamation to the Chiefs and people in Mysore

that His Highness Chamrajendra Wodiar Bahadur, the adopted son of the late Maharaja Kristna Raj Wodiar Bahadur, had been acknowledged by the Government of India as successor to Maharaja Kristna Raj Wodiar and as Maharaja of the Mysore territories; and declared that when His Highness should attain the age of 18 years, the government of the country would be entrusted to him, subject to such conditions as might be determined at the time:

Now, therefore, His Excellency the Viceroy and Governor-General of India in Council announces to the Chiefs and people of Mysore, by command of Her Majesty the Queen of Great Britain and Ireland and Empress of India, that His Highness Chamrajendra Wodiar Bahadur is hereby placed in possession of the territories of Mysore, and invested with the administration of the Mysore State.

And His Excellency the Viceroy and Governor-General in Council declares further to the Chiefs and people of Mysore that the administration of the aforesaid territories by the British Government has on this day ceased and determined.

No. XLVIII.

Instrument of Transfer—1881.

Whereas the British Government has now been for a long period in possession of the territories of Mysore and has introduced into the said territories an improved system of administration: and whereas, on the death of the late Maharaja the said Government, being desirous that the said territories should be administered by an Indian dynasty under such restrictions and conditions as might be necessary for ensuring the maintenance of the system of administration so introduced, declared that if Maharaja Chamrajendra Wadiar Bahadur, the adopted son of the late Maharaja, should, on attaining the age of eighteen years, be found qualified for the position of ruler of the said territories, the Government thereof should be intrusted to him, subject to such conditions and restrictions as might be thereafter determined: And whereas the said Maharaja Chamrajendra Wadiar Bahadur has now attained the said age of eighteen years and appears to the British Government qualified for the position aforesaid, and is about to be intrusted with the Government of the said territories: And whereas it is expedient to grant to the said Maharaja Chamrajendra Wadiar Bahadur a written Instrument defining the conditions subject to which he will be so intrusted: It is hereby declared as follows:—

1. The Maharaja Chamrajendra Wadiar Bahadur shall, on the twenty-fifth day of March 1881, be placed in possession of the territories of Mysore, and installed in the administration thereof.

2. The said Maharaja Chamrajendra Wadiar Bahadur and those who succeed him in manner hereinafter provided shall be entitled to hold

possession of, and administer, the said territories as long as he and they fulfil the conditions hereinafter prescribed.

3. The succession to the administration of the said territories shall devolve upon the lineal descendants of the said Maharaja Chamrajendra Wadiar Bahadur, whether by blood or adoption, according to the rules and usages of his family, except in case of disqualification through manifest unfitness to rule:

Provided that no succession shall be valid until it has been recognized by the Governor-General in Council.

In the event of a failure of lineal descendants, by blood and adoption, of the said Maharaja Chamrajendra Wadiar Bahadur, it shall be within the discretion of the Governor-General in Council to select as a successor any member of any collateral branch of the family whom he thinks fit.

4. The Maharaja Chamrajendra Wadiar Bahadur and his successors (hereinafter called the Maharaja of Mysore) shall at all times remain faithful in allegiance and subordination to Her Majesty the Queen of Great Britain and Ireland and Empress of India, Her Heirs, and Successors, and perform all the duties which in virtue of such allegiance and subordination may be demanded of them.

5. The British Government having undertaken to defend and protect the said territories against all external enemies, and to relieve the Maharaja of Mysore of the obligation to keep troops ready to serve with the British army when required, there shall, in consideration of such undertaking, be paid from the revenues of the said territories to the British Government an annual sum of Government Rupees thirty-five lakhs in two half-yearly instalments, commencing from the said twenty-fifth day of March 1881.

6. From the date of the Maharaja's taking possession of the territories of Mysore, the British sovereignty in the island of Seringapatam shall cease and determine, and the said island shall become part of the said territories, and be held by the Maharaja upon the same conditions as those subject to which he holds the rest of the said territories.

7. The Maharaja of Mysore shall not, without the previous sanction of the Governor-General in Council, build any new fortresses or strongholds, or repair the defences of any existing fortresses or strongholds in the said territories.

8. The Maharaja of Mysore shall not, without the permission of the Governor-General in Council, import, or permit to be imported, into the said territories, arms ammunition or military stores, and shall prohibit the manufacture of arms, ammunition and military stores throughout the said territories, or at any specified place therein, whenever required by the Governor-General in Council to do so.

9. The Maharaja of Mysore shall not object to the maintenance or establishment of British cantonments in the said territories whenever and

wherever the Governor-General in Council may consider such cantonments necessary. He shall grant free of all charge such land as may be required for such cantonments, and shall renounce all jurisdiction within the lands so granted. He shall carry out in the lands adjoining British cantonments in the said territories such sanitary measures as the Governor-General in Council may declare to be necessary. He shall give every facility for the provision of supplies and articles required for the troops in such cantonments, and on goods imported or purchased for that purpose no duties or taxes of any kind shall be levied without the assent of the British Government.

10. The military force employed in the Mysore State for the maintenance of internal order and the Maharaja's personal dignity, and for any other purposes approved by the Governor-General in Council, shall not exceed the strength which the Governor-General in Council may, from time to time, fix. The directions of the Governor-General in Council in respect to the enlistment, organisation, equipment and drill of troops shall at all times be complied with.

11. The Maharaja of Mysore shall abstain from interference in the affairs of any other State or Power, and shall have no communication or correspondence with any other State or Power, or the Agents or Officers of any other State or Power, except with the previous sanction and through the medium of the Governor-General in Council.

12. The Maharaja of Mysore shall not employ in his service any person not a native of India without the previous sanction of the Governor-General in Council, and shall, on being so required by the Governor-General in Council, dismiss from his service any person so employed.

13. The coins of the Government of India shall be a legal tender in the said territories in the cases in which payment made in such coins would, under the law for the time being in force, be a legal tender in British India; and all laws and rules for the time being applicable to coins current in British India shall apply to coins current in the said territories. The separate coinage of the Mysore State, which has long been discontinued, shall not be revived.

14. The Maharaja of Mysore shall grant free of all charge such land as may be required for the construction and working of lines of telegraph in the said territories wherever the Governor-General in Council may require such land, and shall do his utmost to facilitate the construction and working of such lines. All lines of telegraph in the said territories, whether constructed and maintained at the expense of the British Government, or out of the revenues of the said territories, shall form part of the British telegraph system and shall, save in cases to be specially excepted, by agreement between the British Government and the Maharaja of Mysore, be worked by the British Telegraph Department; and all laws and rules for the time being in force in British India in respect to telegraphs shall apply to such lines of telegraph when so worked.

15. If the British Government at any time desires to construct or work, by itself or otherwise, a railway in the said territories, the Maharaja

of Mysore shall grant free of all charge such lands as may be required for that purpose, and shall transfer to the Governor-General in Council plenary jurisdiction within such land; and no duty or tax whatever shall be levied on through traffic carried by such railway which may not break bulk in the said territories.

16. The Maharaja of Mysore shall cause to be arrested and surrendered to the proper officers of the British Government any person within the said territories accused of having committed an offence in British India, for whose arrest and surrender a demand may be made by the British Resident in Mysore, or some other officer authorised by him in this behalf; and he shall afford every assistance for the trial of such persons by causing the attendance of witnesses required, and by such other means as may be necessary.

17. Plenary criminal jurisdiction over European British subjects in the said territories shall continue to be vested in the Governor-General in Council, and the Maharaja of Mysore shall exercise only such jurisdiction in respect to European British subjects as may from time to time be delegated to him by the Governor-General in Council.

18. The Maharaja of Mysore shall comply with the wishes of the Governor-General in Council in the matter of prohibiting or limiting the manufacture of salt and opium, and the cultivation of poppy, in Mysore; also in the matter of giving effect to all such regulations as may be considered proper in respect to the export and import of salt, opium and poppy-heads.

19. All laws in force and rules having the force of law in the said territories when the Maharaja Chamrajendra Wadiar Bahadur is placed in possession thereof, as shown in the Schedule hereto annexed, shall be maintained and efficiently administered, and, except with the previous consent of the Governor-General in Council, the Maharaja of Mysore shall not repeal or modify such laws, or pass any laws or rules inconsistent therewith.

20. No material change in the system of administration, as established when the Maharaja Chamrajendra Wadiar Bahadur is placed in possession of the territories, shall be made without the consent of the Governor-General in Council.

21. All title-deeds granted and all settlements of land-revenue made during the administration of the said territories by the British Government, and in force on the said twenty-fifth day of March 1881, shall be maintained in accordance with the respective terms thereof, except in so far as they may be rescinded or modified either by a competent Court of law, or with the consent of the Governor-General in Council.

22. The Maharaja of Mysore shall at all times conform to such advice as the Governor-General in Council may offer him with a view to the management of his finances, the settlement and collection of his revenues, the imposition of taxes, the administration of justice, the extension of

commerce, the encouragement of trade, agriculture and industry, and any other objects connected with the advancement of His Highness's interests, the happiness of his subjects, and his relations to the British Government.

23. In the event of the breach or non-observance by the Maharaja of Mysore of any of the foregoing conditions, the Governor-General in Council may resume possession of the said territories and assume the direct administration thereof, or make such other arrangements as he may think necessary to provide adequately for the good government of the people of Mysore, or for the security of British rights and interests within the province.

24. This document shall supersede all other documents by which the position of the British Government with reference to the said territories has been formally recorded. And if any question arise as to whether any of the above conditions has been faithfully performed, or as to whether any person is entitled to succeed, or is fit to succeed, to the administration of the said territories, the decision thereon of the Governor-General in Council shall be final.

FORT WILLIAM ;
The 1st March 1881.

(Signed) RIPON.

No. XLIX.

MEMORANDUM of the ASSIGNMENT of LANDS for the BANGALORE CANTONMENT—1881.

Under the 9th Article of the Instrument of Transfer of the Mysore State to His Highness the Maharaja of Mysore, the Maharaja hereby assigns (with effect from the date of his accession, *viz.*, 25th March 1881), free of charge, to the exclusive management of the British Government, for the purposes stated in the aforesaid article, all lands situated within the limits specified and described in the schedule and map hereto annexed, and forming the Civil and Military Station of Bangalore. And the Maharaja of Mysore hereby renounces the exercise of all jurisdiction in the lands so assigned. Given under our hand and seal at Ootacamund this fifth day of April 1881.

(Sd.) CHAMA RAJENDRA WADIER,

Maharaja of Mysore.

No. L.

HYPOTHECATION of the MYSORE STATE RAILWAY to the SOUTHERN MAHARATTA RAILWAY COMPANY, LIMITED.

THIS INDENTURE made the 31st day of August 1887 between the SECRETARY of STATE in COUNCIL of INDIA (hereinafter called the SECRETARY of STATE) of the one part and the SOUTHERN MAHARATTA RAILWAY COMPANY, LIMITED (hereinafter called the COMPANY) of the other part.

Whereas by several Indentures dated respectively the 1st day of June 1882 the 28th day of October 1885 and the 31st day of August 1887 and made between the Secretary of State of the one part and the Company of the other part the Company contracted with the Secretary of State for the construction maintenance and working by the Company of certain lines of railway and for the maintenance and working of other lines of railway in the said Indentures respectively mentioned upon the terms and conditions and with and subject to the powers and provisions in the said Indentures contained and the said lines of railway have in part been completed and opened for traffic.

And whereas in pursuance of an arrangement between the Secretary of State and the Maharaja of the Native State of Mysore and for the purposes of this Contract the Maharaja transferred as from the 30th June 1886 to the Secretary of State a railway which has been constructed and opened for traffic between the City of Mysore and Gubbi in the said State with the stations and works and the rolling stock plant machinery and stores belonging thereto and also all the land required for the construction of an extension of the said railway to form a junction with the Southern Maharatta Railway near Hurihur so far as the same lies within the said State of Mysore to the intent that the said extension may be constructed and the said railway and (when completed) the extension thereof may be maintained and worked by the Secretary of State or his nominees and under the said arrangement a sum of Rupees 68,60,146 (subject to verification) has been spent up to the date of transfer and has become payable to the Maharaja as the consideration for the said transfer.

And whereas it is estimated that the cost of the said extension of the ast mentioned railway will not exceed (together with the amount so as aforesaid payable to the Maharaja) a sum equivalent to the sum of £.,224,000.

And whereas it has been agreed between the Secretary of State and the Company that the Company shall construct the said extension of the last-mentioned railway and shall maintain and work the same railway and also the said extension thereof when completed upon the terms and conditions hereinafter expressed and as an entirely separate and distinct under-

taking from the railways mentioned in the said Indentures of the 1st day of June 1882 the 28th day of October 1885 and the 31st day of August 1887.

And whereas the Company have with the sanct on of the Secretary of State issued debenture stock on the 1st day of March 1886 for the nominal amount of £1,200,000 not redeemable before the 1st day of March 1936 but redeemable after that date at par upon one year's previous notice being given in the *London Gazette* by the Secretary of State and carrying interest at the rate of 4 per cent. per annum payable on the 1st day of April and the 1st day of October in each year.

And whereas the said debenture stock was issued at a premium of £2 for every £100 and the Company have received in respect of the said debenture stock the sum of £1,224,000 and have paid the same into the Bank of England to the credit of the Secretary of State.

And whereas in addition to the sum of Rs. 68,60,508 (subject to verification as aforesaid) capital outlay on the undertaking up to the 30th June 1886 payable by the Secretary of State to the Maharaja of Mysore at the consideration for the said transfer divers other sums may have been expended by or on behalf of the Secretary of State in respect of the railway so transferred which are properly chargeable to Capital.

Now this Indenture witnesseth and it is hereby agreed and declared as follows:—

1. In this contract—

The expression "the original Contract" means the Contract subsisting between the Secretary of State and the Company under or by virtue of the hereinbefore mentioned indentures of the 1st day of June 1882 the 28th day of October 1885 and the 31st day of August 1887.

The expression "the original railways" means the several lines of railway which by the original Contract the Company agreed to construct maintain and work or to maintain and work.

The expression "the Mysore Railway" means the line of railway from Mysore to Gubbi.

The expression "the projected railway" means the line of railway which it is agreed to construct under the 7th section of this Contract.

The expression "the undertaking" means Mysore Railway and the projected railway with any improvements alterations and additions of whatever description which may from time to time be made in or to the same railways or either of them by or with the sanction of the Secretary of State but with the exception of the telegraphs and telegraphic appliances used or to be used thereon.

The expression "the prescribed rate of exchange" means the rate of exchange at which for the purposes of this Contract sterling

money (whether Capital or Revenue) is to be converted into rupees and shall be the average rate of exchange obtained by the Secretary of State for bills payable on demand drawn on India during the half year ended the 30th June or 30th December as the case may be immediately preceding that in which the conversion is from time to time to be effected or is to be deemed to be effected or if the Secretary of State shall not have drawn bills on India for so much as three months out of the half year as aforesaid immediately preceding then at the average rate obtained during the half year as aforesaid immediately preceding that in which the conversion is to be effected or is to be deemed to be effected for the best commercial bills drawn in London on India such average rate to be decided by the Comptroller-General at Calcutta.

The expression "Debenture Stock" includes Debenture Bonds.

Duration of Contract.

2. This Contract shall continue in force for a term of years commencing on the 30th day of June 1886, and terminating on the 30th day of June 1932 subject to the provisions hereinafter contained for determining the same.

As to handing the Mysore Railway over to the Company and matters connected therewith.

3. The Secretary of State having handed over to the Company as from the 30th day of June 1886 for the purposes of this Contract the Mysore Railway together with all works connected therewith then completed or in progress and the land on which the said railway and works are constructed or are in course of construction and the rolling stock plant and machinery then used thereon or appropriated or in course of construction therefore together with copies of all plans specifications and working drawings in the possession of the Secretary of State of the said works and rolling stock and other equipments of the railway but with the exception of the telegraphs and all telegraphic appliances belonging to the said railway shall subject to the provisions as to relinquishment of land contained in the 11th section of this Contract during the continuance of this Contract and for the purposes thereof allow the Company to retain and have possession of the railway works land and premises so to be handed over as aforesaid.

4. As from the 30th day of June 1886 the Secretary of State has delivered to the Company and the Company has accepted for the purposes of this Contract all stores belonging to the Mysore Railway that were in hand or in course of delivery on the said 30th day of June 1886.

5. An inventory of the railway rolling stock plant and machinery so handed over as aforesaid as on the 30th day of June 1886 shall be made and signed on behalf of the Secretary of State and the Company.

6. The Mysore Railway and (after the same shall have been constructed) the extension thereof hereinafter agreed to be made shall be called "The Mysore State Railway."

CONSTRUCTION OF THE PROJECTED RAILWAY.

7. The Company shall with due diligence and expedition and in accordance in all respects with the directions of the Secretary of State construct on a route to be selected and determined by the Secretary of State and on land to be provided by him as hereinafter stipulated in extension and as part of the Mysore Railway a line of railway from the terminus at Gubbi of the Mysore Railway to a junction with the Southern Maharatta Railway near Hurihur with all such stations station yards offices warehouses houses for employés machinery conveniences and works as in the opinion of the Secretary of State shall be necessary or proper for the purposes of the said line of railway either as regards the due working of the same or as regards the permanence of the same and the protection of the same from destruction or injury by inundation tempest or otherwise. The railway to be constructed by the Company under this section shall be of the metre gauge and shall in general structural character conform in all respects with the now established standard of railways in India on that gauge. Designs and estimates in relation to the construction or execution of the said railway and of all or any of the stations and other works to be constructed and executed under this section shall if required be furnished by the Company to the Secretary of State and be subjected to his approval or the Secretary of State may furnish designs to the Company and the Company shall in that case be bound to follow them.

NOTIFICATION TO COMPANY OF ROUTE OF PROJECTED RAILWAY.

8. The Secretary of State shall from time to time notify to the Company the route of the projected railway as far as such route shall from time to time have been determined by him.

SITUATION OF STATIONS &C. ON PROJECTED RAILWAY.

9. The Secretary of State shall have power to determine the situation and dimensions of all station yards offices warehouses houses for employés conveniences and works to be constructed in connection with or as part of the projected railway.

AS TO CERTAIN EXISTING SURVEYS.

10. The Secretary of State will allow the Company to have the benefit of all surveys plans and works if any with the view of facilitating and expediting the construction of the projected railway or any part or parts thereof but the Company shall discharge all the now existing obligations and liabilities of the Secretary of State under contracts for the execution of works relating to the construction of the projected railway or any part or parts thereof.

LAND &C. FOR THE UNDERTAKING.

11. The Secretary of State on behalf of the Maharaja of Mysore shall from time to time provide the land which he shall consider requisite for

the construction of the projected railway and for the stations station yards offices warehouses houses for employés conveniences and works necessary or proper for the purposes of the same railway and shall allow the Company to have possession of the land so provided. The Company shall from time to time with the sanction of the Secretary of State as soon as practicable go out of possession of and relinquish to the Secretary of State such of the land of which the Company shall have been allowed possession under this section or under any other provision of this Contract as shall for the time being have become unnecessary to be retained in possession of the Company for any of the purposes of this Contract and as often as in the opinion of the Secretary of State it shall appear to be unnecessary that the Company shall retain possession of any particular land of which the Company shall have been allowed possession under this section or of which possession shall have been allowed or delivered to the Company under any other provision in this Contract the Secretary of State shall certify such his opinion to the Company. Upon receipt of such certificate or so soon thereafter as may be the Company shall state in writing whether it acquiesces in the opinion of the Secretary of State or whether it objects thereto and if so the grounds of its objection. If no objection is stated by the Company or if the grounds of its objection (if any) are not in the opinion of the Secretary of State sufficient the Company shall upon the requisition of the Secretary of State go out of possession of the land in question and the Secretary of State on behalf of the Maharaja of Mysore shall be exclusively entitled to possession thereof.

EQUIPMENT OF THE PROJECTED RAILWAY WITH ROLLING STOCK.

12. The Company shall with all due speed equip the projected railway and every part thereof as the same shall from time to time be constructed with rolling stock plant and machinery to the satisfaction of the Secretary of State and if the Secretary of State shall be of opinion that the Company shall at any time have failed duly to perform its obligations under this section he may himself from time to time equip or complete the equipment of the projected railway or any part thereof with the particulars or any of the particulars specified in this section.

OPENING THE PROJECTED RAILWAY FOR PUBLIC TRAFFIC.

13. The Company shall from time to time when and as often as an inspecting officer acting on behalf of the Secretary of State shall have certified that any part of the projected railway is fit for the conveyance of passengers and goods and properly equipped with rolling stock plant and machinery forthwith open the same part for public traffic.

AS TO TELEGRAPHS ON THE UNDERTAKING.

14. In addition to the electric telegraphs already established along or upon the Mysore Railway the Secretary of State may from time to time establish such electric telegraphs as he shall think fit along or

upon that railway or the projected railway or any part or parts thereof or any land or works belonging thereto and may maintain and work the electric telegraphs already established or to be established as aforesaid as he shall think fit and it shall be lawful for him for such purposes or any of them (in addition to the general powers which it is hereby declared that he shall at all time have of entering by agents or otherwise upon all or any land of which he shall pursuant to this Contract have allowed the Company to have possession) to enter at all times by his agents workmen or others on any part or parts of the Mysore Railway or the projected railway or the lands or works belonging thereto and to erect place maintain make do and execute thereon all such buildings machinery works appliances acts and things as the Secretary of State shall consider necessary or proper in relation to the construction maintenance use and working of the said electric telegraphs. The Secretary of State shall be exclusively entitled to the possession of all buildings machinery works and appliances already erected or brought or hereafter to be erected or brought on either of the said railways or on any land or works belonging thereto for or in connection with electric telegraphs. The Company shall at all times furnish the Secretary of State with such free passes over the said railways or any parts thereof as he shall require for persons employed by him in or about or in connection with the construction maintenance working or inspection of the electric telegraphs mentioned in this section or any buildings machinery works or appliances appertaining thereto.

15. The Secretary of State shall from time to time allow the Company to have the exclusive use of any such electric telegraphs and telegraphic appliances as he shall from time to time consider proper to be used by the Company for the purpose of safely or efficiently working the undertaking or any part or parts thereof. The Secretary of State shall maintain and keep in good repair and in good working condition the electric telegraphs and telegraphic appliances of which the Company shall for the time being be allowed to have use.

16. The Company shall from time to time upon demand by or on behalf of the Secretary of State pay into such Government Treasury in India as shall from time to time be appointed for the purpose by the Secretary of State the amount which the Secretary of State shall from time to time require the Company to pay in respect of the charges made from time to time by the Telegraph Department of Her Majesty's Indian Government for rent maintenance and inspection of the electric telegraphs and telegraphic appliances of which the Secretary of State shall from time to time under the last preceding section have allowed to the Company the exclusive use such charges not to be in excess of similar charges for the time being in force in the case of State Railway telegraphs.

17. The Company if so directed by the Secretary of State shall in relation to any electric telegraphs or telegraphic appliances of which under the 15th section of this Contract it shall for the time being be allowed to have the use observe the rules applicable to telegraphs and telegraphic appliances which shall for the time being be in force in the case of State

Railway telegraphs or such of the said rules as the Secretary of State may from time to time prescribe to be observed by the Company and the Company if so directed by the Secretary of State shall account in such manner as shall be prescribed by the rules which shall for the time being be in force in relation to State Railway telegraphs or as the Secretary of State shall require for the receipts derived from the working of telegraphs and telegraphic appliances.

AS TO THE MAINTENANCE AND MANAGEMENT OF THE UNDERTAKING.

18. The Company shall keep the undertaking and the stations and works belonging thereto in good repair. And shall also keep so much of the undertaking as for the time being shall have been opened for public traffic and the stations and works belonging to the part which for the time being shall have been so opened in good working condition and fully supplied with rolling-stock plant machinery and stores to the satisfaction of the Secretary of State and whenever the Secretary of State shall be of the opinion that the Company is in any default as to any of the matters before mentioned in this section he may in writing notify the fact to the Company specifying in such writing the general nature of the defect and unless the defect be remedied by the Company within one calendar month after the notification thereof by him to the Company may himself remedy it. So far as is practicable and so far as the Secretary of State shall require the rolling-stock plant and machinery and the stores provided for the purposes of the undertaking shall be kept separate and distinct from the rolling-stock plant machinery and stores provided for the purposes of the original railways.

19. The Company shall keep the rolling-stock machinery and plant for the time being belonging to the undertaking and to every part thereof in good repair and in good working condition to the satisfaction of the Secretary of State and whenever the Secretary of State shall be of opinion that the Company is in default as to any matter before provided for in this section he may himself remedy the defect.

20. The Company shall take into its employment all such members of the staff now employed upon or in connection with the Mysore Railway as may be required for the working of that railway or the construction or working of the projected railway upon terms as to salary and otherwise the same as those upon which they are now employed and shall at all times during the continuance of this Contract maintain a sufficient staff to the satisfaction of the Secretary of State for the purposes of so much of the undertaking as shall for the time have been opened for public traffic.

21. The Secretary of State may from time to time by notice in writing require the Company to carry out any alteration improvement or addition that may in his opinion be necessary for the safety of passengers or of the public or for the effectual working of the undertaking to be made in or to any part of the undertaking or any of the stations or works belonging thereto. Such notice shall specify the alteration improvement or addition required and shall also in general terms describe the works to be executed

for the purposes of effecting the same. On receiving any such notice the Company shall with all reasonable speed execute the works described therein the Secretary of State providing any land that may be requisite for the purposes of such works. If in any case the Company shall neglect to proceed with the works prescribed in any such notice as specified in this section or fail to complete the same to the satisfaction of the Secretary of State the Secretary of State may execute the works in respect of which the Company is in default. The Secretary of State and the Company respectively shall as to any works executed under this section either by the Company or the Secretary of State and the land appropriated thereto be as nearly as may be but subject and without prejudice to the subsequent provisions of this Contract in the like relative positions as if the works had been works constructed under the 7th section of this Contract and the land had been land provided under the 11th section of this contract.

AS TO DANGEROUS ROLLING-STOCK.

22. The Secretary of State may from time to time prohibit the Company from using any engine carriage waggon vehicle machine or appliance of any description whatsoever of which the use shall be declared by a duly authorised inspecting officer acting on behalf of the Secretary of State to be attended with danger to passengers or to the public and the Secretary of State may by taking into his custody such engine carriage waggon vehicle machine or appliance or by such other means as he shall think fit to employ prevent the Company from using the same.

POLICE.

23. The Secretary of State shall make the necessary arrangements with the Mysore Government or otherwise for providing and maintaining for the purposes of so much of the undertaking as shall for the time being have been opened for public traffic such a force of police as the Company with the approval of the Secretary of State shall from time to time require and the Secretary of State may in his discretion from time to time make arrangements for detailing providing and maintaining in relation to so much of the undertaking as shall for the time being have been opened for public traffic any force of police (either in addition to any then existing force or otherwise) which he may deem requisite for the preservation of law and order. Seven equal tenth parts of the cost of providing and maintaining the aggregate force of police from time to time employed under this section in relation to the undertaking (or any part or parts thereof) shall be borne by the Company.

24. If the Company shall desire to have police protection for any part or parts of the undertaking which may for the time being be under construction or not open for public traffic the Secretay of State will from time to time (but at the sole cost of the Company) make arrangements for providing and maintaining for the purpose a police force of such strength as shall from time to time be agreed upon in that behalf between himself and the Company.

25. The cost of providing and maintaining any force of police from time to time provided and maintained under either of the two last preceding sections in relation to the undertaking or any part of parts thereof shall be taken to be as from time to time stated by the Secretary of State.

AS TO WORKING THE UNDERTAKING FARES &C.

26. The Company shall during the continuance of this Contract keep so much of the undertaking as for the time being shall have been opened for public traffic so opened and work the same and carry on thereon the business of carriers of passengers and goods in accordance with the provisions of the Law of British India for the time being.

27. The Company shall during the continuance of this Contract cause to be run upon the Mysore Railway and upon such part of the projected railway as for the time being shall have been opened for public traffic so many trains at such times at such rates of speed between such places and with such conveniences and accommodations as the Secretary of State shall from time to time require.

28. The Company shall from time to time upon the requisition of the Secretary of State effect any alteration or improvement in the working of the undertaking or any part thereof that may in the opinion of the Secretary of State be necessary for the safety of passengers or of the public or for the effectual working of the undertaking or any part thereof.

29. The Company shall charge such rates and fares for the carriage of goods and passengers as may from time to time be fixed by the Company with the approval of the Secretary of State. Provided that the Secretary of State may require the charges for the conveyance of salt and coal and food grains to be reduced to any rate not below one-fifth of a pie per maund per mile for full waggon loads and may also require passengers to be conveyed at any rate not below two pies per mile in closed carriages provided with seats.

30. The Company shall not as between members of the public make or give any undue or unreasonable preference or advantage to or in favor of any particular person or company or any particular description of traffic or subject any particular person or Company to any undue or unreasonable prejudice or disadvantage. The Secretary of State shall have absolute power for the purposes of this section to decide whether any preference advantage prejudice or disadvantage is undue or unreasonable.

AS TO SERVICES RENDERED TO SECRETARY OF STATE ON THE UNDERTAKING.

31. All services which the Secretary of State shall require the Company to perform for any department of the Government of Mysore and for any department of Her Majesty's Indian Government whether postal military police or otherwise or for high officials of such Governments respectively (including in such services the conveyance of mails as defined by the Post Office Act or Acts for time being in force in British India the conveyance

of the Post Office servants when on duty the conveyance of troops and sailors military and naval establishments horses and other animal used for military purposes guns military stores and equipments the conveyance of police prisoners and paupers the conveyance of telegraph stores instruments officers and workmen and of any public stores whatever) shall be performed by the Company on the railways of the undertaking on the same general conditions as may for the time being be in force on railways of the corresponding gauge belonging to and worked by Her Majesty's Indian Government, and at such rates as may be approved by the Secretary of State: Provided that nothing in this section contained shall be construed to override the previous provision in this contract as to the grant of free passes for certain employés of the Secretary of State.

32. The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government of Mysore and to the Secretary of State and the persons in charge thereof at special rates to be from time to time approved by the Secretary of State.

33. The Company shall from time to time upon the requisition of the Secretary of State give precedence over all other traffic to his demands either for passenger or freight accommodation and subject thereto to the like demands of the Government of Mysore.

AS TO CARRIAGE OF STORES.

34. All stores intended to be used for any purposes of the undertaking or any part thereof (including stores intended to be used in or about the construction of any part of the undertaking or of any works or adjuncts of or pertaining to the same) shall be conveyed by the Company over the undertaking so far as opened for public traffic at rates to be approved by the Secretary of State such rates to be not less than the actual cost of conveyance.

AS TO THE DEBENTURE STOCK ISSUED BY THE COMPANY AND OTHER PAYMENTS BY THE COMPANY TO GOVERNMENT AND PAYMENT OF INTEREST TO THE COMPANY.

35. The sum of £1,224,000 paid by the Company into the Bank of England to the credit of the Secretary of State as hereinbefore recited shall belong absolutely to the Secretary of State who shall not be deemed a debtor to the Company in respect thereof but the Secretary of State shall and will at all times hereafter and as well during the continuance of this Contract as after the expiration or determination thereof and free from and notwithstanding any cross-claim question of account or right of set-off between the Secretary of State and the Company out of the revenues of India indemnify the Company their property and effects from and against the debenture stock for the nominal amount of £1,200,000 issued by the Company as hereinbefore recited and every of them and the principal moneys thereby secured and from and against all actions claims and demands whatsoever for or in respect of the said debenture stock or any part thereof and shall if so

required by the Company take over on the termination of this Contract as a direct liability such claims and demands to the intent that in so far as the arrangements between the Company and the holders of debenture stock will permit the Company may be released from the same.

36. The Secretary of State will half-yearly on the 1st day of April and the 1st day of October during the continuance of this Contract pay out of the revenues of India to the Company in London a sum equal to interest at the rate of 4 per cent. per annum on the sum of £1,200,000 the nominal amount of the debenture stock so issued by the Company as hereinbefore mentioned and the Company shall from time to time apply the amount so paid in discharge of the interest on the said debenture stock. The Secretary of State shall not pay or be required to pay any interest in respect of the sums amounting to the sum of £24,000 which were received by the Company as premiums on this issue of the said debenture stock for £1,200,000 and formed part of the sum of £1,224,000 paid by the Company into the Bank of England as hereinbefore recited.

SUPPLY OF MONEY BY GOVERNMENT.

37. All moneys which the Company shall with the sanction of the Secretary of State require for the purposes of the undertaking whether as regards construction or working shall be supplied to the Company by the Secretary of State according to such arrangements as shall from time to time be made between the Secretary of State and the Company: Provided that the Secretary of State shall as and when from time to time the balance standing to the debit of the capital account hereinafter mentioned (inclusive of any balance for the time being standing to the debit of the stores account also hereinafter mentioned) shall be not less than the sum of £1,224,000 (treating every sum debited as converted into rupees or sterling at the prescribed rate of exchange) have an absolute right of declining to supply money to the Company to defray expenditure chargeable to capital account. Provided that the Company shall not be bound to do any works or to incur any expenditure in respect of which the Secretary of State may not have consented to supply money.

PAYMENT OF RECEIPTS OF COMPANY TO GOVERNMENT ACCOUNT.

38. All moneys whatsoever whether attributable to account of Capital or Revenue which shall during the continuance of this Contract be received by or on behalf of the Company in respect of the undertaking whether on its own account or as agent of the Secretary of State or otherwise (excepting moneys which shall be paid to the Company by the Secretary of State pursuant to this Contract) shall at such times and in such manner as the Secretary of State may from time to time direct be paid without deduction in manner following (that is to say) as to moneys received elsewhere than in India by or on behalf of the Company into the Bank of England to the credit of the Secretary of State and as to moneys received in India by or on behalf of the Company into some treasury in India of the Government of

India or of the Government of Mysore to be from time to time approved for the purpose by the Secretary of State. All the moneys which shall be so paid as aforesaid shall when paid become the absolute property of the Secretary of State who shall not be deemed a debtor to the Company in respect thereof but nevertheless such of the same moneys as are under this Contract to be treated as received on account of Revenue shall be subject to the provisions hereinafter contained as to the application thereof.

ATTRIBUTION OF RECEIPTS OF COMPANY TO CAPITAL AND REVENUE RESPECTIVELY.

39. Of the moneys to be so paid as provided by the last preceding section such as shall have been received by or on behalf of the Company in respect of the projected railway prior to the opening for public traffic in any part of that railway shall be treated as received on account of Capital and such as have been received by or on behalf of the Company in respect of the projected railway after the opening for public traffic of the whole of that railway or in respect of the Mysore Railway shall subject to the succeeding provisions of this section be treated as received on account of Revenue. All such of the moneys to be so paid as aforesaid as shall have accrued from the sale of any property not paid for out of Revenue on any occasion other than one on which the property sold is replaced by other property of the same or a similar character shall at whatever time such sale may have taken place be treated as received on account of Capital. And of the moneys to be so paid as aforesaid and received by or on behalf of the Company in respect of the projected railway subsequently to the opening for public traffic of part of that railway and prior to the opening for public traffic of the whole thereof such portions shall respectively be attributed to account of Capital and such portion to account of Revenue as the Secretary of State shall from time to time determine having regard in so doing to the principles so far as applicable on which the previous provisions of this section are framed.

ACCOUNTS.

40. The Company shall keep the following accounts in respect of the Mysore State Railway—

(1) A Capital Advance Account

(2) A Capital Account

(3) A Revenue Account

(4) A Stores Account

And all such other accounts relating to the undertaking and also all such accounts as between the Company and the Secretary of State as the Secretary of State shall from time to time require. The said accounts shall be kept in such form and under such heads or divisions and with such details as the Secretary of State shall from time to time prescribe. The said accounts so far as the same are kept in India shall be kept in rupees of

the Government of India and so far as they are kept in England shall be kept in sterling money. Such of the said accounts as are kept in England shall from time to time be transmitted by the Secretary of State to the Government in India and incorporated in the accounts of the Company in India the items in each account being converted into rupees at the prescribed rate of exchange.

41. All the accounts which shall be kept by the Company under the last preceding section of the Contract shall relate solely and exclusively to the undertaking as defined in this Contract and shall be kept entirely separate and distinct from the accounts relating to the original railways kept by the Company under any of the provisions of the original Contract. Provided always

(1) That capital receipts and charges which do not strictly appertain either to the undertaking alone or to the original railways alone shall be apportioned between them in each half-year in proportion to the gross Capital expenditure in respect of each in such half-year.

(2) That revenue receipts which do not strictly appertain either to the undertaking alone or to the original railways shall be apportioned between them in each half-year in proportion to the gross earnings of each in such half-year.

(3) That until the projected railway is opened for traffic throughout revenue charges which do not strictly appertain either to the undertaking alone or to the original railways alone shall be apportioned between them in each half-year in proportion to the gross earnings of each in such half-year.

(4) That when and after the projected railway shall be opened for traffic throughout the combined revenue charges of the original railways and the undertaking shall be apportioned between them in each half-year in proportion to the gross earnings of each in such half-year.

(5) That the stores purchased for the purposes or in respect of the undertaking and of the original railway respectively shall so far as is practicable be kept entirely separate and distinct and the cost of all stores purchased for the purposes or in respect of the undertaking and the original railways jointly or which it shall be impracticable to keep separate and distinct shall be apportioned between the undertaking and the original railways in accordance with rules to be agreed from time to time between the Secretary of State and the Company.

42. In the said Capital Advance Account shall be entered all moneys supplied by the Secretary of State to the Company to defray expenditure by the Company under this Contract other than that chargeable against revenue and the moneys so entered shall as expended by the Company in conformity with this Contract be transferred from the Capital Advance

Account to the Capital Account the Revenue Account or the Stores Account as shall be proper. The Capital Advance Account shall from time to time as the Secretary of State shall require be made up and submitted to him.

43. In the Capital Account the following particulars shall be entered to debit and credit respectively (that is to say)

To debit

(*a*) The sum of Rupees 68,60,508 at the prescribed rate of exchange (subject to verification as aforesaid) being the amount of capital outlay on the undertaking up to the 30th June 1886 payable by the Secretary of State to the Maharaja of Mysore as hereinbefore recited together with such other sum properly chargeable to capital as may have been expended by or on behalf of the Secretary of State or hereinbefore recited.

(*b*) All moneys expended in respect of the Mysore Railway since the 30th June 1886 and which if expended by the Company after the date of this Contract would have been expenditure on account of capital. The amount of such expenditure as shown in rupees in the accounts of the Secretary of State being entered in the said capital account without correction on account of exchange of the proportion of the expenditure which represents the cost of stores purchased in England.

(*c*) All expenditure by the Company in relation to this Contract which ought as between the Secretary of State and the Company to be treated as on account of capital including the proportion of the general capital charges mentioned in section 41 of this Contract which ought under that section to be charged against the undertaking.

(*d*) The cost as certified by the Secretary of State of all land of which he shall allow the Company to have possession for any purposes of this Contract.

(*e*) The cost of providing and maintaining a police force in relation to any such part or parts of the undertaking as may for the time being be under construction or not open for public traffic.

(*f*) The cost as certified by the Secretary of State of the surveys and plans mentioned in the 10th Section of this Contract and of any designs and estimates which the Secretary of State may furnish to the Company under the 7th Section of this Contract including in the cost of the said surveys and plans all cost certified by the Secretary of State as having been incurred with a view to procuring the same to be made.

(*g*) The charges of Her Majesty's Indian Government Telegraph Department for rent maintenance and inspection of such electric telegraphs and telegraphic appliances (if any) as the

Secretary of State may allow the Company to use in relation to the construction of the projected railway or any part thereof.

(*h*) So much as ought pursuant to this Contract from time to time to be charged to capital in respect of the half-yearly amounts to be charged by the Secretary of State under the provisions hereinafter contained for his supervision and control of the Company.

(*i*) Any amount with the Secretary of State may from time to time require to be entered in the capital account in respect of the cost to him of such of his legal expenses incurred in relation to this Contract as he shall determine to be chargeable to capital.

(*k*) The cost to the Secretary of State as certified by him of all works acts and things which shall be executed or done by him under any of the provisions of this Contract provided that the cost thereof if executed or done by the Company would have been expenditure on account of capital.

And to credit

(*l*) The value to be determined by the Secretary of State of any land of which possession shall have been allowed to the Company for the purposes of this Contract and which shall subsequently be relinquished to the Secretary of State under Section 11 hereinbefore contained.

(*m*) All such of the moneys to be received by or on behalf of the Company in respect of the undertaking as are herein provided to be treated as received on account of capital.

44. The Capital Account shall from time to time as the Secretary of State shall require be made up and the balance thereon ascertained and stated therein. The Secretary of State may from time to time audit the Capital Account and correct errors therein as he shall see fit.

45. The Revenue Account shall contain an account of all such of the moneys to be received by or on behalf of the Company in respect of the undertaking as are herein provided to be treated as received on account of revenue and of all the expenditure which ought conformably with this Contract to be treated as on account of revenue. The Revenue Account shall be made up half-yearly to the 30th of June and 31st of December in each year or to such other days as the Secretary of State may from time to time prescribe and shall be regularly submitted by the Company to the Secretary of State who may audit the same either concurrently with or after expenditure or in both ways as he may think fit and may in case of error being discovered therein correct the same within three calender months after the account containing such error shall have been submitted to him. Every Revenue Account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Secretary of State but nevertheless any error which may subsequently

be discovered therein shall be corrected in the then next Revenue Account or in any subsequent Revenue Account or Accounts as the Secretary of State may determine.

46. The Company shall as soon as conveniently may be make up and deliver to the Secretary of State an account of all stores handed over to the Company as hereinbefore stated and shall also as soon as possible after the 30th of June and the 31st of December in each year or the respective half-yearly days which the Secretary of State may from time to time prescribe for the making up of the Revenue Account make up and deliver to the Secretary of State an account of all stores in hand on the half-yearly day immediately preceding the making up of the account now being directed and of all stores which the Company shall for the purposes of fulfilling this Contract have used since as regards the first occasion of making up an account of stores the 30th day of June 1886 and since as regards each other occasion of making up an account of stores the day to which the Stores Account was last previously made up showing the purposes for which such stores have been used as often as any of the stores in hand shall be used by the Company for the purpose of fulfilling this Contract the value of the stores so used as entered in the books of the Company shall be entered in the Capital Account or in the Revenue Account as may be proper. The Stores Account shall besides being made up periodically as above mentioned be made up and balanced from time to time upon the requisition of the Secretary of State.

47. The stores in hand shall be valued at such time or times as the Secretary of State shall direct and in such manner as shall from time to time be agreed upon by the Secretary of State and the Company and the value of the stores in hand as entered in the books of the Company shall be corrected in accordance with such valuation and all necessary adjustments shall be thereupon made by making entries to debit or credit in the Revenue Account as may be proper.

APPROPRIATION OF EXPENDITURE.

48. In any case where any question may or might arise as to whether any expenditure incurred in relation to the undertaking or otherwise is to be treated in the whole or in part as a charge on capital account or how the same is to be dealt with the question shall be determined on the general principle that capital is to bear the cost of new works of additional rollin gstock plant and machinery and of improvements of and additions to old works rolling-stock plant and machinery including the cost of any temporary new work the construction of which is requisite for the construction of a work properly chargeable to capital and that the cost of repairs restorations renewals replacements and substitutions is to be borne by revenue except in cases where repairs restorations renewals replacements or substitutions are effected upon or in respect of any portion of the projected railway prior to the opening for public traffic of the portion of the said railway upon or in respect of which the same are effected in which case the cost thereof is to be chargeable to capital.

(1) Provided always that any item of expenditure incurred in respect to the Mysore Railway or in respect to any part which shall have been opened for public traffic of the projected railway (although under the terms in this section before contained in strictness chargeable to capital) shall from time to time if not exceeding the sum of 1,000 rupees and may from time to time at the absolute discretion of the Secretary of State if exceeding 1,000 rupees but not exceeding 2,000 rupees be charged to revenue. Provided nevertheless that the aggregate expenditure charged to account of revenue under this sub-section shall not in any half-year commencing on a 1st day of January and terminating on a 30th day of June or commencing on a 1st day of July and terminating on a 31st day of December exceed the aggregate amount of a mileage rate calculated at 20 rupees for each mile of the projected railway which for the time being shall have been opened for public traffic and for this purpose so much of the projected railway as at the end of any half-year shall have been opened for public traffic shall be treated as if it had been so opened during the whole of the half-year.

(2) Provided also that after the opening throughout for public traffic of the whole of the projected railway no portion of the salaries or allowances of any of the Company's permanent supervising staff although for the time being employed partly or wholly in directing or superintending work the expenditure on which is properly chargeable to capital shall except with the express sanction of the Secretary of State be treated as chargeable to capital and also that after the opening throughout for public traffic of the whole of the projected railway no expenses connected with the engagement from England or with the passage from or to England of any person in the Company's service shall be treated as chargeable to capital unless such person shall be specially engaged to carry out work the cost of which is expenditure so chargeable and shall be actually employed upon such work. Nevertheless the cost of construction of any of the extensions mentioned in the 57th Section of this Contract shall be borne by capital to the same extent and in the same manner as if the proviso in sub-section 2 contained had not been inserted in this Contract.

49. If any difference shall arise between the Secretary of State and the Company as to whether expenditure shall in any particular case be charged to capital or charged to revenue the matter in difference shall unless according to the terms of the section last hereinbefore contained to be solely decided or determined by the Secretary of State be referred to the decision of the joint auditor if the Secretary of State and the Company shall have appointed such an officer but in case a joint auditor shall not have been appointed then the matter in difference shall be

referred for final decision to the Company's auditor or some other person to be named by the Company and a Government examiner of railway accounts or some other person to be named by the Secretary of State or to an umpire to be named by the referees acting on behalf of the Company and the Secretary of State respectively in case of difference between such referees. The costs of any reference under this section shall unless the Secretary of State shall otherwise direct be treated as working expenses.

Working Expenses.

50. All costs and expenses incurred by the Company with the sanction of the Secretary of State in or about or in connection with the maintenance management and working of so much of the undertaking as shall for the time being have been opened for public traffic shall subject and without prejudice to the provisions as to the apportionment of general revenue charges contained in section 41 of this Contract be deemed working expenses.

In working expenses there shall be included—

(1) Such sum or sums of money as shall from time to time be agreed upon between the Secretary of State and the Company as proper to be allowed in respect of the rent of the Company's office in London office expenses directors' fees and salaries of clerks and servants except so much (if any) of the sum or sums mentioned in this sub-section as the Secretary of State shall especially determine to be chargeable to capital.

(2) The costs of and incidental to the preparation of the returns and statistics mentioned in the 64th section of this Contract.

(3) So much of the cost of providing and maintaining a police force agreeably to this Contract as is under the terms of this Contract to be borne by the Company and not to be debited to capital.

(4) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State under the provisions of this Contract in keeping so much of the undertaking as for the time being shall have been opened for public traffic and the stations and other works belonging thereto in good repair and in good working condition and supplied with rolling-stock machinery and plant except such part (if any) of the expenditure mentioned in this sub-section as shall be properly treated as chargeable to account of capital.

(5) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State under the provisions of this Contract in keeping the rolling-stock machinery and plant belonging to so much of the undertaking as shall for the time being have been opened for public traffic in good repair and in good working condition.

(6) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State under the provisions of this Contract in the execution of any works of which the cost shall or would if the works were executed by the Company be chargeable to account of revenue.

(7) So much as ought pursuant to this Contract from time to time to be charged to account of the revenue of the undertaking in respect of the half-yearly amounts to be charged by the Secretary of State under the provisions hereinafter contained for his supervision and control of the affairs of the Company.

(8) The charges of the Government Telegraph Department paid by the Company for rent maintenance and inspection of the telegraph and telegraphic appliances from time to time provided by the Secretary of State under this Contract for the use of the Company.

(9) All such reasonable legal expenses incurred by the Secretary of State or the Company in connection with the undertaking as the Secretary of State shall require or allow to be charged to account of revenue and all such other expenses in connection with the undertaking as the Secretary of State shall require or allow to be treated as working expenses.

AS TO APPLICATION OF RECEIPTS.

51. Of the moneys to be received by or on behalf of the Company in each half-year during the continuance of this Contract such as are pursuant to this Contract to be treated as received on account of revenue shall be applied as follows (that is to say)—

(1) In the first place in or towards the discharge of working expenses and other expenses (if any) chargeable to revenue under this Contract attributable to the half-year to which the receipts relate.

(2) In the next place in or towards the discharge of working expenses and other expenses (if any) chargeable to revenue under this Contract attributable to any previous half-year or half-years and not already discharged out of receipts on account of revenue.

(3) In the next place in payment of such sum as shall from time to time under section 67 of this Contract be payable by the Company with the sanction of the Secretary of State to or for the purposes of any provident institution or savings bank which shall be maintained by the Company as provided by or mentioned in the said 67th section.

(4) In the next place in payment to any reserve fund or funds to be established as provided by the 68th section of this Contract such contributions as may be agreed upon between the Secretary of State and the Company and

(5) The surplus if any shall be divided between and belonging to the Secretary of State and the Company in the proportion of three-fourths to the former and one-fourth to the latter and the one-fourth belonging to the Company shall on the accounts being passed by the Government in India be forthwith paid over to the Company in India.

AS TO RUNNING POWERS AND OTHER FACILITIES AND ACCOMMODATION FOR OTHER RAILWAY COMPANIES AND STATE RAILWAYS.

52. The Secretary of State may from to time require the Company to allow the use of the undertaking or any part or parts thereof for the passage of engines and trains belonging to other railway companies or to State Railways upon the payment of reasonable tolls and under reasonable conditions and restrictions.

53. The Secretary of State may from time to time require the Company to supply other railway companies or State Railways upon reasonable terms and conditions with any of the rolling-stock appropriated or belonging to the undertaking or any part or parts thereof provided such rolling-stock shall not for the time being be required for the purposes of any part of the undertaking.

54. The Secretary of State may from time to time require the Company to execute work in its workshops in respect of rolling-stock and machinery belonging to State Railways at such reasonable prices and upon such terms as shall be agreed upon between the Secretary of State and the Company but so nevertheless as not to impede or unduly interfere with ordinary operations of the Company as carried on therein.

55. The Secretary of State may from time to time require the Company to make reasonable arrangements for the interchange of traffic and rolling-stock with railways belonging to other companies or to the State.

56. The Secretary of State may from time to time require the Company to allow the use of any of the stations belonging to the undertaking for the accommodation of the traffic of any other railway company or State Railway upon the payment of reasonable tolls and under reasonable conditions and restrictions and may also require the Company to make such alterations and additions as may in the opinion of the Secretary of State be necessary or convenient for the purposes of such accommodation upon such terms as may be agreed upon between the Secretary of State and the Company.

AS TO THE CONSTRUCTION OF EXTENSIONS.

57. The Secretary of State if he so elect may at any time during the continuance of this Contract subject to terms as to the provision of capital being then agreed upon require the Company to construct all or any of the following extensions of the Mysore Railway (that is to say)—

(1) An extension from Kadur through Hassan to Seringapatam.

(2) An extension from Mysore to the foot of the Neilgherry Hills on the Mysore Plateau and

(3) An extension from Tumkur to Hindupur.

And as from the time when and as often as the Secretary of State shall under this Contract have required the Company to construct any of the said extensions this Contract shall subject only to the provisions contained in this section be read and take effect as if the extension or extensions so for the time being required to be constructed had by the 7th section of this Contract been agreed to be constructed by the Company in addition to the line of railway mentioned in that section and as if the expression "the projected railway" had in the 1st section of this Contract been defined to mean and include the extension or extensions so required to be constructed as well as the line of railway mentioned in the said 7th section: PROVIDED ALWAYS that the cost to the Secretary of State as certified by him of all land of which the Company shall be allowed to have possession for the purposes of any of the said extension shall be entered to debit in the capital account to be kept by the Company as hereinbefore provided: PROVIDED ALSO that nothing in this section contained shall unless or until the Secretary of State shall require the Company to construct any such extension or extensions as aforesaid prevent any provision of this Contract from taking effect in the same manner and to the same extent as it would have done if this present section had not been introduced into this Contract.

CONSTRUCTION ACQUISITION AND WORKING OF AUXILIARY OR BRANCH RAILWAYS.

58. The Secretary of State may require the Company on such terms and conditions as shall be agreed upon between himself and the Company in each case to construct or acquire either absolutely or on lease for a term of years or otherwise any railway on the metre gauge convenient to be worked as auxiliary to or in connection with the undertaking or any part of it and to work on such terms and conditions as may in each case be agreed upon between the Secretary of State and the Company any railway so constructed or acquired as mentioned in this section or any other railway on the metre gauge convenient to be worked as auxiliary to or in connection with the undertaking or any part of it.

THE COMPANY TO COMPLY WITH THE REQUIREMENTS OF THE SECRETARY OF STATE.

59. The Company shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this Contract.

AS TO THE SUPERVISION AND CONTROL OF THE SECRETARY OF STATE

60. In all matters not herein specially provided for relating to the fulfilment and performance by the Company of this Contract so far as it is

to be fulfilled or performed by the Company the Company shall be subject to the supervision and control of the Secretary of State. The Secretary of State shall be entitled to make a charge half-yearly for his supervision and control of the Company in respect of this Contract. The said half-yearly charge shall be a mileage rate of Rs. 40 for every mile of the Mysore Railway and of the projected railway so far as the latter shall for the time being be either constructed or under construction. The half-yearly charge to be made by the Secretary of State under this section shall until the whole of the projected railway shall have been opened for public traffic from time to time be apportioned between Revenue and Capital in such manner as that so much of the half-yearly charge as bears the same proportion to the entirety thereof as the length of railway (including the Mysore Railway) opened for public traffic at the time when the half-yearly charge is made bears to the whole length of railway on which the same charge is to be calculated shall be charged to Revenue and that the residue thereof shall be charged to Capital. As from the time when the whole of the projected railway shall have been opened for public traffic the half-yearly charge to be made by the Secretary of State under this section shall be charged to Revenue exclusively.

61. For the purpose of inspecting the Mysore Railway and of inspecting the projected railway and the works to be executed by the Company under this Contract either whilst under construction or subsequently and of inspecting the stations and other works rolling stock plant machinery and stores belonging to the said railways respectively and the electric telegraphs and telegraphic appliances for the time being provided under this Contract for the use of the Company and for the purpose of auditing the accounts of the Company or otherwise exercising such supervision and control as are intended to be reserved to the Secretary of State by this Contract the Secretary of State may from time to time appoint such person or persons as he may think proper with such powers as he may consider necessary or expedient and the Company shall afford every person so appointed all reasonable facilities for the purpose of enabling him to perform the duties entrusted to him by the Secretary of State.

62. The Company shall record and keep in proper books full and particular accounts of all its transactions and proceedings relating to the undertaking, including full and true minutes of all its meetings of Directors communications with India and correspondence so as at all times to exhibit fully and truly the state of its affairs and the Secretary of State or any person or persons appointed by him in that behalf shall at all reasonable times have free access to all the books accounts papers and documents of the Company with power to call for and make copies of or extracts from the same.

63. The Government Director from time to time appointed under the provisions of Section 54 of the hereinbefore mentioned indenture of the 1st day of June 1882 and any person appointed under that section to represent him shall have the like powers and duties with reference to the

undertaking as or by that Indenture prescribed with reference to the Southern Maharatta Railway.

MISCELLANEOUS PROVISIONS.

64. The Company shall from time to time make such returns and furnish such statistics in such form and under such heads and divisions and with such details as the Secretary of State may from time to time require. The cost of preparing such returns and statistics and incidental thereto shall be treated as part of the working expenses of the undertaking.

65. No communication or negotiation of any description or in respect to any matter shall unless with the sanction and under the supervision of the Secretary of State be made or conducted by or on behalf of the Company to or with the Government of any tributary or foreign state or with any officials of any such Government.

66. No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the undertaking or the profits thereof of any Act of Her Majesty's Indian Legislature of general applicability for the time being in force and the Company and the undertaking and its equipment shall be subject to the provisions of every such Act as last aforesaid and no claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the undertaking or the profits thereof of any treaty convention or agreement for the time being in force between the Secretary of State and the Government of any tributary or foreign state although such treaty convention or agreement may not be of general applicability and the Company and the undertaking and its equipment shall be subject to the provisions of every such treaty convention or agreement as mentioned in this section.

67. The Company may and shall if required by the Secretary of State at any time during the continuance of this Contract maintain and manage a Provident Institution and a Savings Bank for the benefit of the servants of the Company employed upon the undertaking or may and shall if so required as aforesaid admit such servants to the benefits of any Provident Institution or Savings Bank which may be maintained by the Company under the provisions of the original contract. And in either case upon such terms and under such rules and regulations as shall from time to time be approved by the Secretary of State.

68. The Secretary of State may at any time require the Company to establish and maintain out of contributions from revenue and on terms to be agreed upon between the Secretary of State and the Company reserve funds for the purposes of insuring property whether appropriated to the undertaking or in the custody of the Company as common carriers or in any other capacity against damage by fire and of making good deteriorations of permanent way and rolling stock.

69. Any notice determination decision direction requirement requisition appointment certificate or expression of opinion approval or sanction to be given or signified on the part of the Secretary of State for any of the purposes of or in relation to this Contract or any of the powers or provisions herein contained shall be sufficient and binding if in writing signed by the Secretary of State or one of his Under Secretaries or by the Resident at Mysore or by a Secretary of Her Majesty's Indian Government or by the other officer or servant authorised to act on behalf of the Secretary of State in respect of matters to which the same shall relate and the Secretary of State shall not in any case be bound in respect of any of the matters aforesaid unless by some writing signed in the manner before mentioned in this section.

70. The Company shall at all times during the continuance of this Contract and in accordance with the terms of the original Contract keep an office established at some place in India to be determined from time to time by the Secretary of State and shall keep at the said office an authorised agent or committee of agency with whom the Secretary of State and the Government of India or other officer or officers deputed in that behalf may communicate on affairs concerning this Contract and the duties and liabilities on the parties hereto under this Contract and all drafts drawn and receipts given by the said agent or committee of agency or under his or their authority on behalf of the Company in relation to this Contract or any of the duties or liabilities of the Company under this Contract shall be binding on the Company and every notice to be given to the Company (save any notice with respect to the determination of this Contract as hereinafter provided) shall be sufficiently given if left at the said office or personally served on the said agent or any member of the said committee of agency.

AS TO THE TERMINATION AND EXPIRATION OF THE CONTRACT.

71. If default shall be made by the Company in the construction and completion in conformity with this Contract of any part of the undertaking or of any of the stations or other works connected therewith or in the due equipment pursuant to this Contract of the undertaking or any part thereof with rolling stock machinery or plant or if there shall be any breach on the part of the Company of any of the provisions of this Contract or if after the projected railway has been opened for traffic throughout the undertaking or any part thereof shall in the opinion of the Secretary of State be in course of gross mismanagement by the Company or be worked at a loss as shown by the revenue account and have been so worked for not less than three half-years continuously down to the time at which the Secretary of State shall give to the Company notice as hereinafter mentioned the Secretary of State may determine this Contract by giving to the Company in London six calendar months' previous notice in writing of such determination.

72. If the original Contract shall be determined by notice (whether given by the Secretary of State or by the Company) under any provision in

that behalf contained in that Contract then on the day on which the same shall be so determined this Contract shall (without the necessity of any further or other notice being given by either of the parties hereto to the other of them) be absolutely determined.

73. Upon the day on which the Contract shall expire by effluxion of time or shall be determined under either of the two last preceding sections the Company shall deliver to the Secretary of State possession of all land of which the Company shall have had possession under or for the purposes of this Contract (except only such lands as may previously have been already re-delivered to him or sold with his sanction) together with the stations station yards offices warehouses houses for employés conveniences rails machinery fixtures and plant then erected or being on the land to be delivered up under this section or in anywise belonging to the undertaking or any part thereof and also deliver to the Secretary of State all rolling stock moveable machinery and plant belonging or appropriated either as regards purposes of construction or working or otherwise to the undertaking or any part thereof or any of the works or adjunct thereof and all stores in hand or in course of delivery on that day in connection with the undertaking and all plants books surveys sections printings writings and documents whatsoever in anywise connected with or with the construction of the undertaking or any part thereof or any of the works or adjuncts thereof and any electric telegraphs telegraphic appliances and other property belonging to the Secretary of State and then in the possession of the Company in reference to this Contract. The Company will also on the day on which this Contract shall so expire or be determined refund to the Secretary of State any money belonging to the Secretary of State which shall then be under the control or in the hands of the Company or any of its officials or agents and the Secretary of State shall be bound to indemnify the Company its property and effects against all such then existing debts and liabilities (if any) incurred by the Company with the sanction of the Secretary of State in relation to this Contract as would but for the expiration or termination of this Contract have had under this Contract to be fulfilled or discharged by the Company at cost which would under this Contract have been properly charged to Capital or Revenue.

74. The determination of this Contract under any of the provisions hereinbefore contained shall be without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been broken previously to the determination of this Contract but no such right if any against the Company shall prejudice or affect section 35 hereof.

AS TO PROPERTY IN THE UNDERTAKING.

75. As between the Secretary of State and the Company and without prejudice to any arrangements between the Secretary of State and the Maharaja of Mysore all land of which the Secretary of State on behalf of the Maharaja of Mysore shall allow the Company to have possession for any of the purposes of this Contract and everything to be constructed thereon and all rails plant machinery rolling stock stores fixtures and implements of every description acquired by the Company for the purpose of constructing maintaining equipping keeping up the equipment of or working the undertaking or any part thereof or any stations station yards offices warehouses houses for employés or works upon any land of which

the Secretary of State shall so allow the Company to have possession as aforesaid or for any other purposes of the undertaking are hereby declared to be respectively the property of the Secretary of State as well during the continuance as after the expiration or determination of this Contract. The Company shall not be entitled to any remuneration from the Secretary of State in respect of its services under this Contract otherwise than and except as is provided in the 31st and 32nd sections of this Contract.

ARBITRATION.

76. If any dispute question or controversy shall at any time arise between the Secretary of State and the Company touching this Contract or any Clause or thing herein contained or the construction hereof or any matter connected with this Contract or the operation of the same or the rights duties or liabilities of either party in relation to the premises then and in every such case the matter in difference shall unless in this Contract special provision shall have been made for the settlement or determination thereof in some other manner be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act 1854 or any subsisting statutory modification thereof and upon every such reference the arbitrators and umpire shall respectively have power to examine witnesses upon oath or affirmation and either to fix settle and determine the amount of costs of the reference and award respectively or incidental thereto to be paid by both parties or by either party or to direct the same to be taxed either as between solicitor and client or otherwise and to direct and award where and by and to whom such costs shall be paid and every or any such reference may be made a rule of Her Majesty's High Court of Justice or of the High Court of Judicature at Bombay on the application of the Secretary of State or of the Company and either the Secretary of State or the Company may instruct counsel to consent thereto for the other party.

In witness whereof Colonel Henry Yule C.B. and Robert Hardie Esquire being two Members of the Council of India have hereunto set their hands and seals and the Southern Maharatta Railway Company Limited have hereunto caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by the above named Colonel Henry Yule and Robert Hardie Esquire in the presence of W. H. Treasure India Office.

H. YULE.
R. HARDIE.

The common seal of the Southern Maharatta Railway Company Limited was hereunto affixed in the presence of

J. S. TREVOR.
G. NORMAN.

Seal of the Southern Maharatta Railway Company Limited.

EDWARD Z. THORNTON,

No. LI.

No. 2, dated Utacamund, the 4th May 1889.

From—K. SHESHADRI IYER, Esq., C.S.I., Diwan of Mysore,

To—The Resident in Mysore.

I have the honour to acknowledge the receipt of your letter dated the 4th instant, and to say that the Darbar accept the proposal for considering the centre of the Harihar Railway bridge as the boundary between Mysore and British territory. Under this arrangement, the jurisdiction ceded by His Highness the Maharaja will be that over the land occupied by the Railway between the centre of the Railway bridge and the north distant signal of the Harihar Railway station.

No. LII.

NOTIFICATION.

The 3rd April 1893.

His Highness the Maharaja has been pleased to transfer to the Governor-General in Council, with effect from 1st July 1893, full jurisdiction on all lands occupied by the Mysore State Railway, from and inclusive of the Harihar Railway Station to and inclusive of the Bangalore Railway Station and from and inclusive of the Yeswanthpur junction Railway Station to the frontier of the State on the Bangalore-Hindupur section of the Mysore State Railway including lands occupied as stations, out-buildings and their appurtenances.

"By Order,"

K. SHESHADRI IYER,

Dewan of Mysore.

No. LIII.

No. 13, dated the 20th November 1893.

From—The Dewan of Mysore,

To—The Resident in Mysore.

Adverting to First Assistant Resident's letter No. 3699—26-88, dated 2nd November 1893, I have the honour to invite attention to my letter No. 31, dated 4th April 1893, with which was forwarded a draft Notification transferring jurisdiction to His Excellency the Governor-General in Council over the Bangalore-Harihar and the Hindupur Branch Railways. In compliance with the present request, His Highness the Maharaja has

much pleasure in agreeing to include in that Notification also "The Kolar Gold Fields Railway." The Notification with this addition will be published whenever the British Government is prepared to assume the jurisdiction in question. Thereupon may conveniently issue the General Notification by the Government of India proposed in paragraph 2 of the letter under acknowledgment.

2 Regarding the terms of such General Notification, I beg to invite special attention to the remarks contained in paragraphs 2 and 3 of my letter No. 31, dated 4th April 1893.

No. LIV.

AGREEMENT made between HIS HIGHNESS the MAHARAJA of MYSORE and the GOVERNMENT of INDIA, 1899.

Whereas His Highness Sri Krishnaraja Wodayar Bahadur, Maharaja of Mysore, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Mysore State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops.

It is hereby agreed between the Governor-General of India in Council of the one part and His Highness Sri Krishnaraja Wodayar Bahadur, Maharaja of Mysore, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Mysore State when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Maharaja of Mysore

or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Sri Krishnaraja Wodayar Bahadur, Maharaja of Mysore, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

In witness whereof the Dewan of Mysore, acting for and on behalf of His Highness Sri Krishnaraja Wodayar Bahadur, Maharaja of Mysore, has hereunto set his hand and the seal of the Government of Mysore this the 24th day of June 1899.

(Sd.) K. SHESHADRI IYER,
Dewan of Mysore.

Seal of the State.

(Sd.) J. A. CRAWFORD,
Acting Resident in Mysore.

Approved and confirmed by the Government of India.

By order,
H. S. BARNES,
Secretary to the Government of India,
Foreign Department.

SIMLA ;
The 7th May 1901.

NO. LV.

RULES defining the limits within which no new IRRIGATION WORKS are to be constructed by the MYSORE STATE without previous reference to t he MDRAS GOVERNMENT.

I. In these Rules,

(1) "*New Irrigation Reservoirs*" shall mean and include such Irrigation Reservoirs, or tanks, as have not before existed, or having

once existed, have been abandoned and been in disuse for more than 30 years past.

(2) A "new Irrigation Reservoir" fed by an anikat across a stream shall be regarded as a "*New Irrigation Reservoir across that stream.*"

(3) "Repair of Irrigation Reservoirs" shall include, (*a*) increase of the level of waste weirs and other improvements of existing Irrigation Reservoirs or tanks, provided that either the quantity of water to be impounded, or the area to be irrigated, is not more than the quantity previously impounded, or the area previously irrigated, by them; and (*b*) the substitution of a new Irrigation Reservoir for and in supersession of an existing Irrigation Reservoir but in a different situation, or for and in supersession of a group of existing Irrigation Reservoirs, provided that the new work either impounds not more than the total quantity of water previously impounded by the superseded works, or irrigates not more than the total area previously irrigated by the superseded works.

(4) Any increase of capacity other than what falls under "Repair of Irrigation Reservoirs" as defined above shall be regarded as a "New Irrigation Reservoir."

II. The Mysore Government shall not, without the previous consent of the Madras Government, or before a decision under Rule 4 below, build (*a*) any "New Irrigation Reservoirs" across any part of the thirteen main rivers named in the Appended Schedule A, or across any stream named in Schedule B below the point specified in Column 5 of the said Schedule B or in any drainage area specified in the said Schedule B, or (*b*) any "new anikat" across the minor streams of Schedule A, *viz.* : 4 to 9, and 14 and 15, or across any of the streams of Schedule B, or across the following Major Streams of schedule A, lower than the points specified hereunder :—

Across 1. Tungabhadra—lower than the road crossing at Honhalli,

„ 10. Cauvery—lower than the Ramaswami anikat,

and „ 13. Kabani—lower than the Rampur anikat.

III. When the Mysore Government desires to construct any "New Irrigation Reservoir" or any new anikat requiring the previous consent of the Madras Government under the last preceding Rule, then, full information regarding the proposed works shall be forwarded to the Madras Government and the consent of that Government shall be obtained previous to the actual commencement of work. The Madras Government shall be bound not to refuse such consent except for the protection of prescriptive right already acquired and actually existing, the existence, extent, and nature of such right, and the mode of exercising it being in every case determined in accordance with the law on the subject of prescriptive right to use of water and in accordance with what is fair and reasonable under all the circumstances of each individual case.

IV. Should there arise a difference of opinion between the Madras and Mysore Governments in any case in which the consent of the former

is applied for under the last preceding Rule, the same shall be referred to the final decision either of arbitrators appointed by both Governments or of the Government of India.

V. The consent of the Madras Government is given to New Irrigation Reservoirs specified in the Appended Schedule C, with the exception of the Srinivasasagara new Reservoir across the Pennar, the Ramsamudram new Reservoir across the Chitravati, and the Venkatesasagara new Reservoir across the Papaghni. Should, owing to the omission of the Mysore Government to make or maintain these works in a reasonably adequate standard or safety, Irrigation works in Madras, themselves in a condition of reasonably adequate safety, be damaged, the Mysore Government shall pay to the Madras Government reasonable compensation for such damage.

As regards the three new Reservoirs excepted above, the admissibility of any compensation from Mysore to Madras on account of loss accruing to Madras Irrigation works from diminution of supply of water caused by the construction of the said works, will be referred to the Government of India whose decision will be accepted as final, and should such compensation be decided to be admissible, the decision of the Government of India as to the amount thereof will be accepted, after submission to them of the claims of Madras which should be preferred in full detail within a period of 5 years after the completion of said works.

VI. The foregoing rules shall apply as far as may be to the Madras Government as regards streams flowing through British Territory into Mysore.

(Here follow 3 Schedules, A., B., C.)

No. LVI.

AGREEMENT for the supply of water from the CHAMRAJENDRA RESERVOIR to the CIVIL and MILITARY STATION of BANGALORE.

MEMORANDUM of AGREEMENT made this seventeenth day of February 1897 between the SECRETARY of STATE for INDIA in COUNCIL (hereinafter referred to as the Secretary of State which term shall include the Secretary of State party hereto his successors in office and assigns) of the one part and HIS HIGHNESS SRI KRISHNA WOODAYAR BAHADUR MAHARAJA of MYSORE (hereinafter referred to as the Maharaja which term shall include the Maharaja of Mysore party hereto and his successors) of the other part.

WHEREAS in consideration of the Secretary of State relinquishing the claims mentioned in clauses 1 and 2 of this agreement the Government of

Mysore has through Sir K. Sheshadri Iyer, K.C.S.I., the Dewan of Mysore and *ex-officio* President of the Council of the said Government agreed to allow the British Government to obtain from the Chamrajendra Reservoir and the minor tanks connected therewith (hereinafter called the Chamrajendra Reservoir) a supply of water for the Civil and Military Station of Bangalore (hereinafter called the Station) upon the terms and subject to the conditions hereinafter expressed. NOW THESE PRESENTS WITNESS that it is hereby mutually agreed between the parties hereto as follows:—

1. The Secretary of State shall for the consideration aforesaid relinquish all claim to a refund of the sum of Rs. 2,33,000 paid by the Secretary of State to the Maharaja to provide compensation to the occupants of the Maligal valley in connection with the scheme for the supply of water to the Station from the Maligal valley, known as the Maligal Scheme, and the Maharaja shall be at liberty to retain any sum that may still remain undisbursed of the said sum of Rs. 2,33,000 and to take such steps as he may think fit to recover the sums already disbursed from the persons to whom compensation may have, from time to time, been paid in connection with the said Maligal Scheme.

2. The Secretary of State shall for the consideration aforesaid relinquish all claim to the use of the water from the Tank known as Sankey's Tank from the date on which the supply of water from the Chamrajendra Reservoir for the Station to be provided under this Agreement is established and in full working order.

3. In consideration of the water-supply to be provided under this Agreement the Secretary of State agrees to pay to the Maharaja half the cost of the following items:—

(*a*) The construction, completion, repair and maintenance and the restoration, in case of accident, of the water-tower, the masonry delivery channel and aqueducts (except that portion between No. VI aqueduct and the Pumping Station known as the Darbar Pumping Station), the workshop and the workshop plant which are to be constructed, completed, repaired, maintained and restored by, and at the expense of, the Maharaja for the purpose of the said water-supply.

(*b*) The ordinary maintenance and conservancy of the Chamrajendra Reservoir, it being expressly agreed that the cost of the establishment required therefor, half of which shall be paid by the Secretary of State, shall not exceed Rs. 300 a month.

(*c*) The restoration of the Chamrajendra Reservoir should any accident happen to it.

(*d*) Any additional works or any establishments or protective or sanitary measures in connection with the said water-supply, to the execution or entertainment or adoption of which the Secretary of State and the Maharaja may hereafter mutually agree. Provided that, should at any time hereafter the Secre-

tary of State be dissatisfied with the quality of the water in the Chamrajendra Reservoir and desire to improve it by the acquisition of additional inhabited villages or cultivated lands in the catchment of the said Reservoir, and should the Maharaja not agree to share the cost of such acquisition with the Secretary of State, then the entire cost of such acquisition shall be wholly paid by the Secretary of State. Provided also that the Maharaja shall give all facilities and assistance for the acquisition, at a reasonable price, of such villages and lands, and for the erection of all works deemed necessary by the Secretary of State.

4. In consideration of the relinquishment by the Secretary of State of all claim to a refund of the sum of Rs. 2,33,000 mentioned in Clause I hereof and in consideration of the payment by the Secretary of State to the Maharaja of the sums provided under clause 3 hereof, the Maharaja agrees to construct, complete, repair and maintain the Chamrajendra Reservoir and all works connected therewith, which are to be used in common by the Government of India and the Government of Mysore, the said Reservoir and all works connected therewith to be at all times under the exclusive management and control of the Officers of the Government of Mysore. PROVIDED ALWAYS that all Officers of the Government of India duly authorised in that behalf shall have free access to the Chamrajendra Reservoir and all works connected therewith for the purpose of inspecting and reporting as to their condition and safety.

5. The Maharaja shall, through the Government of Mysore, consult the Secretary of State, through the Government of India, and the consent of the Secretary of State, through the Government of India, shall be obtained in regard to all measures to be adopted in cases of anticipated or actual failure or deterioration of the supply of water to be provided under this Agreement or on the occasion of extensive alterations in or repairs to the storage works or the works for the delivery of the water, which are to be used in common by the Government of India and the Government of Mysore or which affect the combined supply of water to the two Governments. The measures to be adopted shall be carried out by the Maharaja and the cost thereof shall be defrayed as hereinbefore provided by the first paragraph of clause 3 (*d*).

6. The Maharaja shall not be responsible for any loss which may arise or be occasioned to the Secretary of State or the Government of India in consequence of any diminution in or interruption of the supply of water required by the Station arising from accident, failure of the rains or any other cause beyond the control of the Maharaja or the Government of Mysore.

7. The Maharaja shall allow the Secretary of State to erect the pumping machinery required by the Government of India, to take off water from the channel from the Chamrajendra Reservoir belonging to the Maharaja and to lay the pipes required by the Government of India

through the country lying between the point where the water is taken off and the Station, the Secretary of State paying the cost of the lands required for the purpose.

8. The Secretary of State and the Maharaja shall have equal rights in the water obtained from the Chamrajendra Reservoir for the purpose of supplying the Station and the City of Bangalore (hereinafter called the City) respectively with a sufficient supply of water. For seven years from the date of this Agreement, one million gallons each per diem shall be held to be a sufficient water-supply for the Station and the City respectively. At the end of seven years from the date of this Agreement and once in every ten years after that period it shall be decided by the Officers of the Government of India and the Officers of the Government of Mysore duly authorised in that behalf what quantity of water shall, thereafter, be held to be a sufficient water-supply for the Station and the City respectively, the quantity for the Station and that for the City thus to be fixed being equal to each other. In all other respects the rights of the Secretary of State and the Maharaja respectively in the water of the Chamrajendra Reservoir shall remain unaltered.

9. The Officers of the Government of India and the Officers of the Government of Mysore duly authorised in that behalf shall agree from time to time as to the height of water in the Chamrajendra Reservoir which shall, at different seasons of the year, be taken to be a safe minimum level for ensuring a continuous supply of water to the Station and the City with reference to the water-supply of the Station and the City respectively, as fixed under clause 8 above.

10. If at any time the water in the Chamrajendra Reservoir shall stand at a higher level than that fixed as the safe minimum level for that season of the year, the water which shall in consequence become available and shall not be required for the purposes of this Agreement shall be at the absolute disposal of the Maharaja or the Government of Mysore.

11. If at any time the water in the Chamrajendra Reservoir shall fall to the level fixed as the safe minimum level for that season of the year, the whole of the water of the Chamrajendra Reservoir shall be reserved exclusively for the supply of the Station and the City, and the Maharaja and the Government of Mysore shall not be entitled to draw off any water from the Chamrajendra Reservoir for any other purpose whatsoever until the water in the Chamrajendra Reservoir has again risen above the safe minimum level; and until the water shall be above the safe minimum level, the quantity of water to be drawn daily for the water-supply of the Station and the City shall be limited to the quantity forming the basis of the calculation of the safe minimum level and the same shall be supplied to the Station and City in equal quantities

12. If at any time the water in the Chamrajendra Reservoir shall stand at a lower level than that fixed as the safe minimum level for that season of the year : the Officers of the Government of India and the Officers of the Government of Mysore duly authorised in that behalf shall consult together as

to the measures to be taken in consequence and on their agreeing that the supply of water must be reduced below the quantity up to that time held to be a sufficient water-supply, the supply of water both to the Station and to the City shall be reduced in equal quantities.

13. If any difference or dispute shall at any time arise between the Secretary of State or the Government of India, on the one part, and the Maharaja or the Government of Mysore, on the other part, in regard to the necessity for or the manner of the carrying out of any works or repairs, the entertainment of any establishment, or the adoption of any protective or sanitary measures in connection with the supply of water from the Chamrajendra Reservoir, or in regard to any other matter arising out of this Agreement, the matter in difference or dispute shall be referred to the decision of an arbitrator to be agreed upon and appointed by the Secretary of State and the Maharaja, and the decision of such arbitrator shall be final and binding upon the parties hereto.

In witness whereof the Dewan of Mysore, acting for and on behalf of His Highness the Maharaja of Mysore, has hereunto set his hand and the seal of the Government of Mysore, this the twenty-ninth day of January 1897.

In the presence of
(Sd.) 1. K. KRISHNAYER.
(Sd.) 2. DEVAPRANAM.

(Sd.) K. SHESHADRI IYER,
Dewan of Mysore.

SEAL OF THE GOVERNMENT OF MYSORE

And the Secretary to the Government of India in the Foreign Department, acting for and on behalf of the Secretary of State, has hereunto set his hand and the seal of the Government of India, this the seventeenth day of February 1897.

(Sd.) W. J. CUNINGHAM,
Secretary to the Government of India.

In the presence of
(Sd.) H. DALY.

SEAL OF THE GOVR.-GENL. OF INDIA IN COUNCIL

No. LVII.

AGREEMENT for the supply of water from the CHAMRAJENDRA RESERVOIR for the use of the BANGALORE MUNICIPALITY.

MEMORANDUM of AGREEMENT made this first day of February 1897 BETWEEN THE SECRETARY of STATE for INDIA in COUNCIL (hereinafter referred to as the Secretary of State which term shall include the Secretary of State party hereto his successors in office and assigns) of the one part and A. M. Slight, Esq., I.C.S., President, and 1 Brigade-Surgeon-Lieutenant-Colonel Hunt, P.M.O., 2 Surgeon-Major R. Ross, 3 Lieutenant-Colonel J. M. Badgley, 4 Captain E. M. Reed, 5 Edward Hewetson, Esq., 6 Mr. Muhammad Yakub, 7 Mr. P. L. Bride, 8 Mr. V. Sadasiva Mudr., 9 Mr. J. Sausman, 10 Mr. D. Billimaria, 11 Mr. Mohideen Khan, 12 Mr. O. J. Bird, 13 Mr. V. Gangathara Chetty, 14 Mr. B. P. Annaswami Mudr., 15 Mr. N. Meera Saib, 16 Mr. H. Abraham, 17 Mr. V. Krishnaswami Mudr., 18 Mr. R. Chelvaroga Mudr., 19 Mr. Muhammad Ali, K.B., 20 Mr. J. O'Shaughnessy, 21 Mr. C. N. Suryanarayen Rao, 22 Mr. V. Sundaralinga Chetti, 23 Mr. Aga Abdul Hussain, 24 Mr. T. Barton, the present Municipal Commissioners for the Civil and Military Station of Bangalore (hereinafter referred to as the said Commissioners which term shall include the said Commissioners parties hereto their successors in office and assigns) of the other part.

WHEREAS the Secretary of State has agreed to furnish a supply of water from the Chamrajendra Reservoir formerly known as the Hessarghatta Tank for the use of the Municipality of the Civil and Military Station of Bangalore upon the terms and subject to the conditions hereinafter expressed. Now THESE PRESENTS WITNESS that it is hereby mutually agreed between the parties hereto as follows :—

I.—The Secretary of State shall provide the funds required to meet the whole of the initial outlay on the works including the cost of all machinery, pumps and pipes necessary for bringing in a supply of water from the said Chamrajendra Reservoir to, and for distributing the same within, the present limits of the Civil and Military Station of Bangalore (hereinafter referred to as the said Station) and no charge for interest upon the capital so laid out shall be made against the said Commissioners. Neither the making of house connections nor any future extension of the distribution is included within the meaning of this agreement, the obligations under which are expressly limited to the works detailed in the plan hereto attached.

II.—The execution, maintenance, management and control of the said works shall remain with and be entirely entrusted to the Officers of the Government of India duly authorised in that behalf. The nature, amount, and extent of the works are within the sole discretion of the Government of India.

III.—In consideration of the payment by the said Commissioners to the Secretary of State of the sums provided under clause IV hereof, the Sec-

retary of State shall, from and after the completion of the said works, provide and continue to provide the said Commissioners with a supply of water equal to two-thirds of the whole quantity of water from time to time received in the said Station from the said Chamrajendra Reservoir, subject nevertheless to the conditions hereinafter contained in clause V.

IV.—In consideration of the water-supply to which they are entitled under clause III hereof the said Commissioners shall pay annually to the Secretary of State two-thirds of the working expenses actually incurred in, and two-thirds of the estimated average annual cost of maintaining the said works hereinbefore mentioned in clause I.

For the purposes of this Agreement the estimated average annual cost of such maintenance shall be calculated and made up as follows:—

(*a*) One per cent. on the total initial outlay on all works, machinery, pipes, &c. (to meet the cost of repairs).

(*b*) Five per cent. on the cost of machinery and pumps to meet the cost of renewals).

(*c*) Two per cent. on the cost of the rising main and distribution pipes (to meet the cost of renewals).

V.—If at any time the supply of water obtained from the said Reservoir shall be insufficient for all the purposes of the said Station, the said Commissioners shall have no right to any supply of water from the said Reservoir under this Agreement, or otherwise, until the requirements of the troops located in the said station shall be fully satisfied, and the Secretary of State shall not be liable to pay to the said Commissioners any compensation or damages by reason of the failure of the water-supply as aforesaid. PROVIDED ALWAYS that in such case the Secretary of State shall, during the continuance of such insufficient supply, allow such a reduction to be made in the contribution to be paid by the said Commissioners under clause IV hereof as to the Secretary of State shall seem reasonable and proper.

VI.—It is hereby agreed and declared that (notwithstanding anything to the contrary expressed and provided in the Code of Regulations relating to the appointment of Municipal Commissioners for the Municipal limits of the said Station and the management of its Municipal affairs, published in the Notification of the Government of India in the Foreign Department No. 319-I., dated the 9th day of February 1883, hereinafter referred to as the said Code, or any other law for the time being in force) when the Resident in Mysore shall have notified to the said Commissioners that the said works for the supply of water to the said Station are complete, the said Commissioners may, subject to clause II hereof, take such measures as to them may seem fit with regard to the assessment, levying and application of rates in respect of, and the protection, utilization and distribution of, the said water-supply under the provisions of the said Code or any other law for the time being in force enabling them in that behalf, as though they had themselves carried out a system for the supply

of water to the said Station. PROVIDED ALWAYS that in addition to the exemptions from assessment for rates in the case of buildings and land exclusively used for military purposes, buildings ordinarily used as places of public worship and public Government and Municipal Offices, made by Section 65 of the said Code or by any other law for the time being in force, all buildings and premises which are private property and which would, but for this proviso, be liable to assessment for rates under Section 198 of the said Code, but which are wholly occupied by persons who are in the employment of the Secretary of State and in active duty in the said Station, in any of the Military Departments of the Government of India, shall not be liable during the period of such occupancy to any rate for the supply of water assessed by the said Commissioners under the provisions of the said Code or any such other law as aforesaid.

VII.—From and after the date of this Agreement, the said Commissioners shall not (any provision in the said Code or other law for the time being in force relating thereto to the contrary notwithstanding) levy any license tax on professions, trades or callings in respect of any military officer or soldier who is employed in military duty in the said station.

In witness whereof, this agreement is sealed with the common seal of the Commissioners and has been signed by the President and three Commissioners in accordance with the Section 6 of the Bangalore Municipal Regulations of 1883, this 1st day of February 1897.

[Seal of Civil and Military Station of Bangalore.]

(Sd.) A. M. SLIGHT, *President.*
(„) R. ROSS, *Surgeon-Major.*
(„) P. L. BRIDE.
(„) V. SADASIVA MUDR.

And the Secretary to the Government of India in the Foreign Department, acting for and on behalf of the Secretary of State, has hereunto set his hand and the seal of the Government of India, this the seventeenth day of February 1897.

(Sd.) W. J. CUNINGHAM,
Secretary to the Government of India.

In the presence of

(Sd.) H. DALY.



No. LVIII.

SUPPLEMENTARY AGREEMENT for the supply of water from the CHAMRAJENDRA RESERVOIR for the use of the BANGALORE MUNICIPALITY.

MEMORANDUM of AGREEMENT made and entered into this 19th day of December 1901 BETWEEN THE SECRETARY of STATE for INDIA in COUNCIL (hereinafter referred to as the Secretary of State which expression shall include as well the Secretary of State as his successors and assigns except where such construction is excluded by the context or is inconsistent with the provisions herein contained) of the one part and L. T. Harris, Esq., I.C.S., the President, (2) Captain R. F. Standage, I.M.S., Residency Surgeon, (3) Captain C. A. Johnston, Staff Surgeon, I.M.S., (4) Lieutenant-Colonel J. H E. Reid, Deputy Assistant Adjutant-General, Bangalore District, (5) Major G. Williams, R.E., Commanding Royal Engineer, Bangalore District, (M. W. S.), (6) H. F. Wilkieson, Esq , District Superintendent of Police, Bangalore, (7) M. Abdul Rahiman Saib, Khan Bahadur, 2nd Magistrate of the Civil and Military Station of Bangalore, (8) W. H. Johnson, Esq , (9) P. L. Bride, Esq., (10) J. H. Webster, Esq., (11) H. Abraham, Esq , (12) J. O'Shaughnessy, Esq., (13) H. C. Berlie, Esq., (14) Dinshaw M. Billimoria, Esq., (15) Aga Abbas Ali Saib, (16) Abdul Sattar Saib, (17) Mahomed Akbar Hussain Saib, (18) T. Abdul Khader Saib, (19) M. R. Ry. P. Nagabhushana Naidu Garu, (20) M. R. Ry. C. N. Suryanarayana Rao Garu, (21) M. R. Ry. V. Gangathara Chettyar Avergal, (22) M. R. Ry. B. P. Annaswamy Mudaliyar Avergal, (23) M. R. Ry. A. Maigandadeva Mudaliyar Avergal, (24) M. R. Ry. A. R. Chelvaroya Mudaliyar Avergal and (25) M. R. Ry. V. Sundaralinga Chettyar Avergal, the present Municipal Commissioners for the Civil and Military Station of Bangalore (hereinafter referred to as the said Commissioners which expression shall include as well the said present Commissioners as their successors and assigns except where such construction is excluded by the context or is inconsistent with the provisions herein contained) of the other part WHEREAS these presents are intended to be supplemental to a certain memorandum of agreement bearing date the 1st day of February 1897 and made between the Secretary of State of the one part and the said Commissioners of the other part whereby it was agreed amongst other things that the Secretary of State should provide the funds required to meet the whole of the initial outlay on the works necessary for bringing in a supply of water from the Chamrajendra Reservoir to and for distributing the same within the then existing limits of the Civil and Military Station of Bangalore and no charge for interest upon the capital so laid out should be made against the said Commissioners and it was declared that neither the making of house connections nor any future extension of the distribution was included within the meaning of the said agreement the obligations under which were expressly limited to the works detailed

in the plan thereto attached AND WHEREAS it was by the said agreement also agreed that the Secretary of State should from and after the completion of the said works provide the said Commissioners with a certain supply of water subject to the provisions thereinafter mentioned AND WHEREAS it has been agreed between the parties hereto that the execution maintenance management and control of all such works as may be necessary from time to time in connection with any further or more extensive distribution of the water agreed to be provided by the Secretary of State under the said recited agreement and also in connection with the making of house connections and the supply of such water to individual householders in the said Civil and Military Station of Bangalore shall be undertaken by the Secretary of State on the terms hereinafter mentioned AND WHEREAS it has been found necessary to amend Clause VI of the said agreement of the 1st February 1897 hereinbefore referred to by the addition of the exception hereinafter referred to and recited in paragraph (4) of these presents NOW THESE PRESENTS WITNESS that it is hereby mutually agreed between the parties hereto as follows (1) In addition to the works detailed in the schedule to the said recited agreement of the 1st day of February 1897 the said Secretary of State shall undertake all such other works including erection of machinery and the laying of pipes and other appliances as shall be necessary in connection with the extension at any time of the system of distribution of the water supplied under the said agreement to the said Commissioners and also in connection with the making of house connections and the supply of such water to individual householders within the present or future limits of the said Civil and Military Station of Bangalore (2) The execution maintenance management and control of such last mentioned additional works shall remain with and be entirely entrusted to the officers of the Government of India duly authorized in that behalf and the nature amount and extent of such works shall be within the sole discretion of the Government of India (3) No such works as aforesaid shall be undertaken except in regard to lands or buildings in the exclusive possession of the Military authorities for military purposes unless and until the same shall have been sanctioned by the said Commissioners and unless and until the whole cost thereof and of any alterations necessitated thereby in the works undertaken by the Secretary of State under the said recited agreement of the 1st day of February 1897 shall have been paid by the said Commissioners to the officer of the Government of India appointed to receive the same The cost of such works and of such alterations shall be paid in accordance with an estimate to be prepared and submitted to the said Commissioners by the officers of the Government of India who shall be entrusted with the execution of the same works (4) It is also further mutually agreed that Clause VI of the said agreement of the 1st February 1897 be amended by the addition to it of the following words that is to say " except to such rates as may at any time be assessed for the supply of water in excess of the quantities which may be allowed to buildings and premises not so occupied free of charge other than

the general water tax." IN WITNESS whereof the parties hereto have hereunto set their hand and seals the day and year first above written.

Signed sealed and delivered

for the Secretary of State by

H. S. BARNES,

Secretary to the Government of India.

Seal.

In the presence of

F. COWIE,

Assistant Secretary to the Government of India.

Seel,

The common seal of the Municipal Commission of the Civil and Military Station of Bangalore was affixed to these presents by

L. T. HARRIS,

President, Municipal Commission, Civil & Military Station, Bangalore.

Countersigned.

H. CLARKE,

Secretary, Municipal Commission.

W. H. JOHNSON,

Municipal Commissioner, No. 1 Division.

In the presence of

C. C. DURAISWAMI,

Head Clerk, Municipal Office.

II—COORG.

The inhabitants of Coorg are said to be a branch of the Nayar tribe. Haidar Ali, when ruler of Mysore, long endeavoured in vain to subdue the country; but by taking advantage of a dispute between two brothers he at last effected his purpose, destroyed the family of the elder brother, and made the younger, Vira Raja, a prisoner. Vira Raja escaped in 1788. He was joined by his clansmen in great numbers and soon cleared his country of the invaders. Previous to the war with Tipu Sultan in 1790, Vira Raja applied to the British Government for assistance, which could not at the time be granted. But as soon as the war broke out he offered his services and sent a large supply of bullocks for the use of the British army. An Engagement (No. LIX) was made with him by which he agreed to co-operate with the British army against Tipu; the independence of his country was guaranteed; and it was stipulated that in any peace made with Tipu the interests of the Raja would be faithfully consulted.

Coorg was part of the territory which Tipu was required to resign by the treaty of 1792. This demand was unexpected, and Tipu complained of it as a violation of the preliminary agreement, which required that the territories to be ceded should lie adjacent to the possessions of the allies. It was only when preparations were made to recommence hostilities that Tipu Sultan yielded. It was arranged (No. LX) that the annual tribute of Rs. 24,000, which Tipu had exacted from Coorg, should be transferred to the British Government in consideration of its friendship and protection. This arrangement was distasteful to the Raja, who denied that he had ever paid tribute to Mysore.

Vira Raja again rendered valuable service in the second war with Tipu Sultan, in consideration of which his annual tribute was remitted in 1799 (No. LXI), and he was required only to send an elephant every year, as an acknowledgment of feudal subordination. Towards the end of his rule his character underwent a great change. He became suspicious and cruel, and was subject to temporary fits of insanity. He died in June 1809; at his request Devammaji was acknowledged as Rani of Coorg, but after a few months she was deposed by Linga Raja, the surviving brother of Vira Raja.

Linga Raja died in 1820, after a rule remarkable for nothing but savage cruelty, and was succeeded by Vira Rajendra Wadiar, the last of the Coorg Rajas. The crimes perpetrated by this man were so revolting that in 1833 he was directed to report all capital punishments to the Madras Government. Many of his nearest relatives were put to death by his own hand. His sister and her husband, whom he had threatened with death, fled from the country and took refuge with the Resident at Mysore. A British officer was sent to Coorg to bring about a better state of things by negotiation, but the mission failed. A native agent, who was sent to prepare the way for another mission, was detained as a prisoner. At the same time the Raja addressed letters of the most insulting kind to the British Government, and it was accordingly resolved to treat him as a public enemy.

A Proclamation (No. LXII) was issued in 1834, setting forth the objects of the war and declaring Vira Rajendra Wadiar to be no longer Raja of Coorg. After a short campaign the Raja surrendered. A considerable number of the inhabitants having expressed a desire to become subjects of the British Government, the country was annexed in 1834, and the people were assured (No. LXIII) that they would not again be subjected to native rule; that their civil rights and religious usages would be respected; and that every effort would be made by the British Government to augment their security, comfort, and happiness.

The Raja and his family were pensioned and removed to Benares. He afterwards went to England, where he died in 1859.

The area of Coorg is 1,582 square miles, the population, according to the census of 1901, 180,607, and the gross revenues for 1905-06, Rs. 8,41,844. The British Resident in Mysore is Chief Commissioner of Coorg and also Judicial Commissioner, and there is a Commissioner whose head-quarters are at Mercara.

No. LIX.

ARTICLES of AGREEMENT entered into between ROBERT TAYLOR, ESQUIRE, CHIEF, ETC., FACTORS, TELLICHERRY, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and ALORY VIRARAJAH of COORG on the other—1790.

1st.—A firm and perpetual friendship shall subsist between both parties as long as the sun and moon shall endure.

2nd.—Tippoo Sultan and his adherents shall be considered as the common enemy of both parties, and in the prosecution of the war in which the English are at present engaged, the Coorg Rajah shall, whenever it may be in his power, do his utmost to distress the enemy, and to admit the English troops at any time to pass through his dominions, should they have occasion to penetrate the enemy's country from this coast; he moreover engages to furnish them with such supplies of provisions as the country can afford at reasonable rates, and to join the English army with such a force as he can spare whenever any operations are carried on above the ghats or in the country of Tippoo Sultan.

3rd—The Rajah engages to give the Company the preference in purchasing, at a reasonable and moderate price, such articles of commerce as are produced in his country and the Company may want, and he engages not to permit any other European nation to interfere in this respect.

4th.—This English East India Company engage to do everything in their power to render him, the Coorg Rajah, independent of Tippoo, in the same manner as the other powers who have entered into an alliance with the Company, and they shall, whenever a peace takes place, insist upon it as an express stipulation, that the Coorg Rajah shall be considered as the friend and ally of the Honourable Company, and in no manner subject to the authority and control of Tippoo, of whom he shall be declared totally independent.

5th.—Should the Rajah's family or that of any of his subjects have occasion in the present troubles to take refuge in Tellicherry, the Company engages to receive them at the foot of the ghats and conduct them in safety to Tellicherry under a guard of sepoys, where they will find an asylum, and be protected during the troubles; a house shall be provided for them during their residence at Tellicherry, and the families shall be returned in safety whenever required. In testimony of the perpetual friendship that shall subsist between both parties, which neither party will ever disturb, we jointly call God, the sun, the moon, and the world to witness this our agreement and mutual pledge of faith.

Concluded at Tellicherry this 26th day of October in the year of the Christian era 1790, by Robert Taylor, Chief, etc., Factors, in the names of the English East India Company, the Governor-General of Bengal and the Governor of Bombay on the one part, and Alory Virarajah on the other, each of the parties present, that is to say, the Chief and Factors of Tellicherry and Alory Virarajah of Coorg, having hereunto put their name and seals at Tellicherry, the day and year above written, and mutually exchanged copies of this Agreement.

No. LX.

ENGAGEMENT with the RAJAH of COORG in 1793.

Alory Virarajah of Coorg being desirous that the situation in which he stands with regard to the Honourable English East India Company may be clearly understood by all their servants, I hereby declare and certify—

1st.—That the said Rajah at the commencement of the late war with Tippoo Sultan (the Rajah being then in possession of the greatest part of the Coorg country, the remainder of which he afterwards recovered without the aid of the Company) offered his assistance to the Honourable Company, which was accepted, and an agreement was accordingly entered into between him on his own part, and Robert Taylor, Esquire, Chief of Tellicherry, on the part of the Company, as will appear by the records of that settlement.

2nd.—That the Rajah entered most heartily into the war, and supplied the Bombay army under my command with a quantity of grain and cattle, without which the troops would have been greatly distressed, and for which the Rajah has hitherto declined taking any pecuniary compensation.

3rd.—That from the commencement of the war till its conclusion the Rajah continued most firmly attached to the interests of the Company, notwithstanding the repeated attempts of Tippoo to seduce him.

4th.—That in March last, in settling the Articles of the Treaty of Peace at Seringapatam, Lord Cornwallis, in consideration of the noble and disinterested conduct of the Rajah, determined to render him entirely independent of Tippoo, and to extend to him and his country the protection of the Company, the numberless objections that were made to this were overruled, and the tribute amounting to eight thousand (8,000) Hoons, said to have been annually paid to Tippoo from the Coorg country, was transferred to the Company.

5th.—That the Rajah readily agrees to pay to the Company eight thousand (8,000) Hoons annually for their friendship and protection, though he declares that Tippoo Sultan never received that sum from his country.

6th.—That no interference was ever intended on the part of the Company in the interior management of the Rajah's country, trusting that a Prince possessing the most liberal sentiments will make the happiness of his people his constant study.

Given under my hand and seal at Cannanore this day the thirty-first of March in the year of our Lord one thousand seven hundred and ninety-three.

(Sd.) ROBERT ABERCROMBY. L. S.

N.B.—The Hoons are reckoned at three rupees each, the sum therefore that the Rajah will have to pay annually at Tellicherry amounts to rupees twenty-four thousand.

CANNANORE;
The 3rd April 1793.

(Sd.) ROBERT ABERCROMBY.

No LXI.

1799.

The Right Honourable the Governor-General having announced to Alory Virarajendra Wodyar, Rajah of Coorg, by letter under date the 30th April 1799, his determination to relinquish tribute payable by the said Rajah to the Honourable Company, and only to require hereafter some annual acknowledgment of the Company's claim to his allegiance: In pursuance of powers vested in me by John Spencer, Esquire, President of the Commission in Malabar under the immediate authority of the Bombay Government, for carrying into effect the intentions above adverted to of the Right Honourable the Earl of Mornington, I hereby declare and certify that the acknowledgment substituted accordingly is in future to consist of one trained elephant, which elephant Alory Virarajendra Wodyar, Rajah of Coorg, pledges himself to present annually to the Honourable English East India Company in proof of fealty and entire devotion on his part to the Government of the said Company.

Given under my hand and the seal of the Honourable Company at Virarajendra Peti this sixteenth day of October in the year of our Lord one thousand seven hundred and ninety-nine.

(Sd.) D. MAHONY,
Late Resident with the Raja of Coorg.

Company's Seal.

To the MOST HIGH and AUGUST ENGLISH CIRCAR.

THE SADANA KRAMA or DEED of ACKNOWLEDGMENT of ALORY VIRARAJENDRA WODYAR of the KODUGA SAMSTANAM.

For the services rendered by me to the English Circar the Right Honourable the Earl of Mornington Bahadoor, Governor-General, etc., etc., etc., on the 26th day of the month Chytra of the year Siddartee (30th April 1799), in his friendship wrote to me that on that day he had relinquished to me the Rupees 24,000 that by agreement I annually paid to the Circar, and that the Honourable Jonathan Duncan, Governor of Bombay, would through the medium of Captain Mahony, the English Resident with me, fix upon some token to be annually given in future in acknowledgment and as a memorial of my subjection and fidelity to the Circar, which he required me annually to perform.

In conformity to this letter Captain Mahony and me being in Virarajendra Peti, the relinquishment of the Nikadee which by mutual consent has been annually paid from my country to the Circar was this day made agreeable to the Company's orders and with infinite satisfaction to me, and in return I am to train and present annually to the Circar an elephant, in token to all the world of my fidelity and filial attachment, even as the son of her own womb, to the Circar that protects me, and for which a sadana krama is executed by both parties and interchanged this day, being Wednesday the 18th of the month of Asknajee of the year Siddartee of the Cally Yuggun 4901 or 16th October 1799.

Seal and signature of the KODUGA RAJAH.

No. LXII.

PROCLAMATION of WAR with COORG in 1834.

The conduct of the Rajah of Coorg has for a long time past been of such a nature as to render him unworthy of the friendship and protection of the British Government.

Unmindful of his duty as a ruler, and regardless of his obligations as a dependent ally of the East India Company, he has been guilty of the greatest oppression and cruelty towards the people subject to his Government, and he has evinced the most wanton disrespect of the authority of, and the most hostile disposition towards, the former, from whom he and his ancestors have invariably received every degree of kindness and protection.

It will be needless to enumerate the several instances of his misconduct; but it is sufficient to state that, in consequence of an asylum having been afforded in the British territories to his own sister Devamajee and her husband Chenna Basavappa, who to preserve their lives had fled from his

oppression, the Rajah has presumed to address letters replete with the most insulting expressions, to the Governor of Fort St. George and the Governor-General of India; that he has assumed an attitude of hostility and defiance towards the British Government; that he has received and encouraged the proclaimed enemies of that Government; and that he has unjustifiably placed under restraint an old and faithful servant of the Company, named Kulputty Karnikara Manoon, who had been formally deputed by the British representative for the purpose of opening a friendly negotiation, thus committing a gross outrage, not only upon the authority by whom the above-named individual was deputed, but upon the established rules of all civilised nations, by whom the persons of accredited agents are invariably held sacred.

The ancient alliance and the firm friendship which had so happily subsisted between the predecessors of the present Rajah and the Honourable Company have caused his errors to be treated uniformly with indulgence. The most earnest remonstrances have been in vain tried to bring him to a sense of his obligations, and it is not until further forbearance would be culpable that His Excellency the Right Honourable the Governor-General, at the suggestion and with the concurrence of the Right Honourable the Governor in Council of Fort St. George, has resolved on employing the only means left of vindicating the dignity of the sovereign State, and of securing to the inhabitants of Coorg the blessings of a just and equitable Government.

It is accordingly hereby notified that a British army is about to invade the Coorg territory; that Virarajendra Wodyar is no longer to be considered as Rajah of Coorg; that the persons and property of all those who conduct themselves peaceably or in aid of the operations of the British troops shall be respected; and that such a system of government shall be established as may seem best calculated to secure the happiness of the people.

It is also hereby made known to all British subjects who may have entered the service of Virarajendra Wodyar, that they are required to place themselves under the protection of the British authorities, by whom they will be kindly received, and their rights and privileges respected; and that such of them as may in any way render assistance to the enemy will be considered as traitors and punished accordingly.

This proclamation will be carefully made known in Chittledroog, Raidroog, Mysore, Bellary, Malabar, Canara, in order that the relatives of such persons as have taken service in Coorg from those places or adjoining districts may adopt the earliest means of communicating its purport to the parties in whose safety they are interested.

Issued at Bangalore this 15th day of March 1834.

(Sd.) J. S. FRASER, *Lieut.-Col.,*

and Political Agent.

No. LXIII.

FINAL PROCLAMATION of the ANNEXATION of COORG in 1834.

Whereas it is the unanimous wish of the inhabitants of Coorg to be taken under the protection of the British Government, His Excellency the Right Honourable the Governor-General has been pleased to resolve that the territory heretofore governed by Virarajendra Woodyar shall be transferred to the Honourable Company.

The inhabitants are hereby assured that they shall not again be subjected to native rule; that their civil rights and religious usages will be respected: and that the greatest desire will invariably be shown by the British Government to augment their security, comfort and happiness.

(Sd.) J. S. FRASER, *Lieut.-Col.,*
and Political Agent.

Camp at Mercara 7th May, 1834.

APPENDICES.

APPENDIX No. I—*Page 14.*

MINING AGREEMENT, dated the 7th January 1886.

THIS INDENTURE made the seventh day of January 1886 BETWEEN NAWAB MIR LAIK ALI KHAN BAHADUR SALAR JUNG MUNIR-UD-DOULAH MUKHTAR-UL-MULK IMAD-AS-SULTANA, PRIME MINISTER to HIS HIGHNESS the NIZAM, acting on behalf of the GOVERNMENT of HIS HIGHNESS the NIZAM (hereinafter referred to as "THE GOVERNMENT"), of the one part, and WILLIAM CLARENCE WATSON of No. 7, Great Winchester Street, in the City of London, Merchant, and JOHN STEWART, of No. 26, Throgmorton Street, in the said City, Esquire (hereinafter referred to as the CONCESSIONAIRES) of the other part.

WHEREAS the Concessionaires having, on the 7th day of November 1882, made a proposal in writing to the Government for the grant to them of such concession as therein mentioned, deposited at the National Provincial Bank of England, in the joint names of the Concessionaires, a sum of £100,000 as caution money, subject to certain terms and conditions agreed between the parties hereto, AND WHEREAS by an Edict in writing, dated the 2nd day of June 1883, duly executed by the Council of Regency of His Highness the Nizam at Hyderabad, Saiad Abdul Hak Sardar Diler Jung Sardar Diler-ud-Doula Bahadur, C.I.E., the Agent of the Government, was amongst other things fully authorized and empowered on behalf of the Government to enter into, sign and execute all necessary deeds and papers for granting a mining concession to the Concessionaires, AND WHEREAS by a letter, dated the 5th day of July 1883, addressed by the Under Secretary of State for India to the said Saiad Abdul Hak Sardar Diler Jung Sardar Diler-ud-Doula Bahadur, the said Sardar was authorized to act upon the instructions so given to him as aforesaid by the said Council of Regency at Hyderabad, AND WHEREAS a Railway Company has lately been formed under the Companies Acts, 1862 to 1880, having for its objects (among other things) the construction of a Railway from Hyderabad to Warangal, and thence to the southern frontier of the State of Hyderabad near Bezwada, and from Warangal to the northern frontier of the said State near Chanda, AND WHEREAS the said Saiad Abdul Hak Sardar Diler Jung Sardar Diler-ud-Doula Bahadur has given a general acceptance of the proposal to grant to the Concessionaires the concessions hereinafter contained, NOW THIS INDENTURE WITNESSETH that, in consideration of the

premises, it is hereby agreed between the said parties hereto the Government binding itself as to the matters to be performed and observed by the Government and the Concessionaires binding themselves as to all the matters to be performed and observed either by themselves or by the Company to be formed as hereinafter mentioned, but subject to the transfer to the same Company of the liability of the Concessionaires as hereinafter mentioned as follows:—

1. The Concessionaires or their respective executors or administrators shall, on any date within six months after the capital for the construction of the line from Warangal to Singareni is practically assured, form in London under the Companies Acts, 1862 to 1880, a Company limited by shares with a capital of not less than £1,000,000 with powers to increase the capital by an issue of debentures or otherwise if necessary, and having for or among its objects the acquisition of the rights and liabilities of the Concessionaires under these presents and the execution of the works herein referred to.

2. If such a Company shall be formed before the expiration of the period fixed in clause 1, and if before that period £150,000 of its share capital at the least shall have been subscribed for and £75,000 shall have been actually paid up in respect of the subscribed share capital and if such Company shall also before the said period have adopted this concession and made itself liable to make the payments mentioned in clause 11 hereof and in all other respects liable upon these presents to the same extent as the Concessionaires were or would be liable, then it shall be lawful for the Concessionaires to transfer to such Company the benefit of this concession, and upon such transfer being effected and notified to the Government before the expiration of the period named in clause 1, all liability of the Concessionaires to the Government hereunder shall cease, and the said deposit of £100,000 shall be released to the Concessionaires subject to the deduction of any moneys then due from them to the Government. Until so released the same sum of £100,000 shall remain deposited as aforesaid. Provided always that £50,000 of such £100,000 may from time to time be withdrawn and used for the purposes of prospecting and obtaining specimens of ores, coal, and other deposits; but that no actual mining operations shall be commenced, nor shall any obligation be entailed on the Government to grant any lease under these presents until the Company hereby agreed to be formed shall have been registered, and such proportion of its share capital as aforesaid paid up.

3. The first object of the Company thus constituted will be to work the coal-field at Singareni. They will, when duly constituted, arrange, as specified in clauses 4 to 12 below, for the occupation of the site and opening up the mine in such a manner that they will be in a position to supply (if so required) not less than 500 tons of good coal per week by the date of the opening of the railway communication to either Hyderabad or Bezwada or by the 30th June 1888 at latest.

3*a*. At any time or times and from time to time until the 1st January 1890, the said Company to be formed as aforesaid may, without payment

to the Government, from time to time, select and notify to the Government the selection of such and so many of the following coal and iron mines and beds in His Highness's territories, namely, the Singareni iron mines, the Kammam coal and iron mines, the Sasti coal and iron mines, the Paoni coal and iron mines, the Nirmal coal and iron mines, the Hanamkonda coal and iron mines, the Yelgandal coal and iron mines, and the Medak coal and iron mines, as the said Company may wish to acquire for mining operations, and on which the said Company shall be prepared to commence, within two years from selection, or from the opening of a section of the proposed railway within reasonable distance, whichever shall first happen, active mining operations conformably with the terms of these presents. Every such notification shall describe the premises therein referred to by reference to the village-plan or map relating to the same or otherwise with sufficient certainty. Provided that this power of notifying shall not extend to any mines or minerals which have once been leased in pursuance of this concession, and have been surrendered, abandoned, or forfeited as hereinafter mentioned. Provided also that no land shall be taken without the previous consent of the representatives of the Government being first obtained.

4. Upon any such premises as aforesaid being selected and notified as aforesaid, if the Concessionaires and the said Company shall, up to that time, have fully observed and performed their part of the said agreement, the Government will, from time to time, at the expense of the Concessionaires or the Company, but free of any premium or other payment not herein expressly provided for, grant to the Company or their licensed nominees (if any) and the said Company or their licensed nominees shall accept, without any investigation of, or objection to, the title to such premises a lease of such premises for a term of 99 years from the date of these presents, upon and subject to the terms and conditions hereinafter referred to. Any number of mines may, at the option of the said Company, be comprised in any one and the same lease. The Government shall not be bound to grant any lease to any nominee or assignee of the said Company, but only to the said Company ; but the Government will not, as a rule, withhold its sanction to the grant of any lease by the Company, unless the proposed lessee or assignee be not considered sufficiently solvent.

5. There shall be included in every such lease so much surface as shall be necessary for spoil banks for the purpose of depositing the output from the mines, and for constructing buildings, roads, and works for carrying on mining operations under the lease, the quantity and position of such lands (in case of dispute) to be settled by Arbitration under clause 18 hereof. Provided that no surface land shall be taken for smelting or any other purpose than getting and carrying away the raw ores and other substances gotten from the demised premises unless by special arrangement with the Government.

6. Every lease shall be granted and taken subject to the payment of the rate of land assessment usually payable in respect of similar lands in His Highness's Dominions.

7. The privileges intended to be hereby granted shall be taken to be subject to the estates, interests, and rights (if any) in or to the premises to be comprised in any such lease as aforesaid of all persons (other than the Government, and persons claiming under the Government by any grant of the Government of later date than the date hereof), and the Government shall not be called upon to grant any such lease, nor shall any land be entered upon, nor any operations commenced within or under the same, until such arrangements shall have been made, at the cost of the Company, as regards compensation to holders, occupiers or others, as shall vest in the Government and enable the Government to hand over to the Company the lands, minerals, and privileges to be demised. Provided always that the Government shall not be bound to include in any such lease any lands not under their immediate control as to which they may deem it inexpedient to make such arrangements as aforesaid. Every such lease shall contain a covenant by the Lessee to compensate all persons, subject to whose estates, interests, or rights such lease shall be granted, for all unavoidable or incidental damage, and to keep the Government idemnified against all claims for such damage.

8. Every lease shall contain proper powers to the Lessee to work the demised premises and to use any part of the surface therein comprised for spoil-banks for the purpose of depositing the output from the mines thereby demised of whatsoever nature it may be and to make and construct, on such surface, all buildings, roads and works, either temporary or permanent, of every kind, for working and carrying on all or any of the mining operations of the Lessee.

9. Every lease shall purport to empower the Lessee for the purposes of mining, and, with the consent of the Government, to make and use roads over the lands adjacent to the premises comprised in such lease, and to lay down and use rails, sidings, and junctions (but without prejudice to the rights of any Railway Company), and to use all ways, water-courses, rivers, and rivulets in and throughout the territories of His Highness the Nizam and belonging to the Government, and also a covenant by the Lessee to maintain all roads in good repair which shall be constructed by such Lessee on such adjacent lands.

10. In every lease there shall be reserved to the Government all powers, easements, and rights necessary or expedient for working by themselves or their grantees in an efficient and usual manner all mines, fields, beds, deposits of coal, clay, iron-stone, limestone, and other minerals, metals, precious stones, mineral-oils and mineral substances not comprised in the lease, and whether or not under the same surface as the premises leased, and whether or not originally comprised in the lease.

11. Every lease shall reserve by way of rent royalties on the amount of coal, raw ore, material or substances won, and such royalties shall be fixed by agreement between a Mining Engineer to be appointed by the Government, and a Mining Engineer to be appointed by the Lessee, or, in default of their agreement, by an experienced Engineer in India or England to be appointed by the Government of India, which said Engineers and Engineer respectively

are hereinafter called the Mining Board, and the said Mining Board in fixing such royalties shall have regard to the quality of the coal, or of the ore, material or substances to be worked (as for example in the case of iron whether hematite, oxides, carbonates, or otherwise), the percentage of metal in the ore, the selling-prices in England and India of coal, iron, or other substance in question, the cost of carriage and all other circumstances, and so that the fixing and determining of such royalties shall be based and founded on the general principle of a fair rent. The Company may, if threatened with loss by the commodities being unsaleable, be at liberty by giving a year's notice to transfer to the Government such mines as they are unable to work profitably.

11*a*. Provided that in case of the Singareni coal-field the rate of royalty shall be computed on quantities won and shall, if the sales be less than 100,000 British tons per annum, be fixed at eight annas per ton, any excess over the above quantity may be charged with a higher rate of royalty up to a limit of one rupee per ton.

12. Every lease (whether of the coal or iron mines hereinbefore mentioned, or of any other mines or mineral substances or materials under the provisions hereinafter contained for leases of other mines or mineral substances) shall also contain covenants by the Lessee (the word Lessee comprehending one or more Lessees, their respective executors, administrators, and licensed assigns) to the following effect, so far as applicable to the cases of such lease:—

(1) To pay the said assessment.

(2) To pay the said royalties to be reserved in such lease and to be fixed as hereinbefore provided.

(3) To work in every year of the said lease up to such a minimum total royalty as shall be fixed two years subsequent to the commencing of active mining operations by the Mining Board to be constituted as hereinbefore provided.

(4) To maintain in good order and repair, and to the satisfaction of the Government, all roads, buildings, plant, machinery, and works constructed or used by the Lessee or any person claiming under the Lessee during the continuance of the lease except mines incapable of being worked to benefit; but this covenant is to be subject to the power of removal to be granted to the Lessee as hereinafter mentioned.

(5) That the Lessee, or any person claiming under the Lessee, shall not keep any armed retainers, but shall, if necessary, apply for protection to the Government of His Highness the Nizam, who shall engage to afford the same.

(6) That the Lessee, or any person claiming under the Lessee, or their respective servants, other than natives of India, shall not have, nor shall such natives, by the permission or sufferance of the Lessee, or any person claiming under the Lessee, have any monetary transactions with the Government of His Highness the Nizam or the Nobles, Jagirdars, Jemadars,

Zamindars or other officials of the Hyderabad State, beyond those provided for in the lease.

(7) That the Lessee, or the executors, administrators, successors, or assigns of the Lessee will not assign, underlet, or part with the possession of the demised premises or any part thereof, unless with the previous consent in writing of the Government.

(8) That the Lessee, and all claiming under the Lessee, will during the term and after any section of railway is opened within a reasonable distance in the best and most effectual manner and to the utmost and on the most approved principles, and with due provision for drainage and ventilation of mines and for the security of life and the maintenance of the value of the property, and without intermission, except when prevented by insuperable accident, work, win, get and raise all the mines, fields, deposits of coal, ore and other material or substances comprised in the lease (except such as shall not be capable of being worked to benefit), and so far as is consistent with the covenant next hereinafter mentioned.

(9) That the Lessee, and all claiming under the Lessee, will not permit or suffer any subterraneous or other excavations to be made under or within a distance to be fixed in each case and from time to time by the Government Mining Engineer (and which distance may vary for different depths or different soils) of or any works or operations whatever likely to damage structurally any dwelling-house or building belonging to any person other than the Lessee.

(10) That except by the express consent of the Government, no coal, raw ore, or other material or substance raised or gotten from the demised premises shall be removed from the premises for the purpose of sale or otherwise or converted or used for any other purpose until the particulars thereof have been duly entered and recorded together with the amount of the royalties payable in respect of the same. but that, in the case of coal and ores, the Lessee shall be allowed one-tenth of the actual winnings for colliery consumption and waste.

(11) That the Lessee and the executors, administrators, successors and assigns of the Lessee, will, at his or their own expense during the term, erect and continue at the place or each of the places where any coal, raw ore, or other material or substance to be gotten during the term out of the demised premises shall be raised or brought to the surface, a machine-house or machine-houses and keep the same in good repair, and set up and continue a weighing machine or machines, with proper standard weights of His Highness's State in the machine house or machine-houses so to be erected, and will at all reasonable times permit any officers and workmen appointed by the Government in that behalf to have free access to such machine or machines and weights and make use of, prove, and regulate the same, and will keep the same in good repair and at the like expense provide proper persons to superintend the same and will cause all the coal, raw ore, and other material or substances which shall be gotten from the demised premises (whether the same shall be taken away and sold or disposed of or be used or consumed) to be duly weighed and will cause the weights of all

such coal, raw ore, and other material or substances distinguishing the different classes and qualities to be from time to time entered in proper books of account to be provided for that purpose by the Lessee or the executors, administrators, successors, or assigns of the Lessee and to be kept at the office where such coal, raw ore, and other material or substances respectively shall be raised or brought to the surface and will not remove, consume, smelt, or dispose of any coal, raw ore, or other material or substances until so weighed and entered, and will permit any persons from time to time appointed in that behalf by the Government at all reasonable times to have free access to the said machine-house or machine-houses and office and to inspect, cast up, and examine the said books, entries and accounts and take extracts or copies of the same, and will permit any person from time to time appointed in that behalf by the Government to be present when the said coal, raw ore, and other material or substances shall be weighed, and also from time to time as often as such persons shall think proper to weigh and take account of all such coal, raw ore, and other material or substances respectively and for that purpose to have the use of the said machines and also the help and assistance of any of the servants or workmen there employed and the use of the horses, waggons, carts, and other carriages, ropes, tackle and other implements and machinery employed in or about any of the demised premises without making any compensation for the same.

(12) That the Lessee and persons working under the Lessee the demised premises or any of them will, on the first day of every third calendar month during the continuance of the term, settle and make up full, true, and particular accounts of all coal, raw ore and other material and substances gotten and raised from the demised premises, and of all sales thereof respectively with dates, weights, names, prices and all such other particulars as the Government shall from time to time require and also of all rents and royalties that shall have become payable under or by virtue of the lease and will keep proper working plans with reference to all operations under the lease.

(13) That all accounts pertaining to the matters of this agreement shall be kept in local currency and in such form as the Government shall from time to time prescribe, and a true statement thereof shall be submitted yearly by the Lessee to the Government with copies of all the said plans.

(14) That the accounts in respect of each of the following classes of minerals and metals shall be kept separately, *viz.*:—

(A) Gold and silver.

(B) Iron ore and stone (of which each separate quality is to be in a separate class as if separately here specified).

(C) Coal.

(D) Precious stones.

(E) Mineral oils.

(F) Alum.

(G) Pottery earth.

(H) Fireclay.

(K) Limestone.

(L) All other clays, metals, minerals and mineral substances (each to be separately classified).

(15) That all books, accounts, documents, plans, vouchers and papers relating to any operations under the lease and also all the mines and works of the Lessee shall at all reasonable times be open to the inspection of any person or persons duly authorized in that behalf by the Government, and that free access and all reasonable facilities for inspecting and taking copies of or extracts from such books, accounts, documents, plans, vouchers, and papers, and for inspecting, measuring and testing such mines and works and all information in connection therewith, which shall be required by such person or persons, shall be afforded from time to time to such person or persons by the Lessee and all persons claiming under the Lessee, provided that the exercise of the rights of inspection, measurement and testing shall be conducted at reasonable hours in the day time, and in such a manner as not to interfere more than is reasonably necessary with the working of the mines.

(16) That the accounts may be audited half-yearly by any duly authorized agent or agents of the Government who for that purpose shall have power to call for all such books, accounts, documents, plans and vouchers as he or they may think proper for the verification thereof.

(17) That all pits, shafts, machinery and works shall be kept properly fenced off so as to protect the public, or their cattle, sheep or other animals from the danger of straying thereunto, and that the Lessee or the executors, administrators, successors, or assigns of the Lessee, and all persons working under the Lessee the demised premises or any part thereof, will from time to time within six calendar months next after any pit or shaft shall have been disused, arch over the mouth thereof with good bricks and mortar and will, within six calendar months next after the 1st day of January in every year, either fill up and level such parts of the surface comprised in the lease as shall no longer be required for the operations under the lease (except such parts as the Government may require not to be filled up, stopped, or levelled) or make due compensation to all persons other than the Government affected by failure or omission to fill up and level the same, and at all events will cause the whole of the surface comprised in the lease to be filled up stopped or levelled within six calendar months next after the end or sooner determination of the term created by the lease (except such parts as may be required by the Government not to be filled up stopped or levelled) and will within six calendar months either reinstate or restore the lands so to be levelled to a state fit for cultivation and herbage or make due compensation to all persons other than the Government affected by failure or omission to so restore and reinstate the same.

(18) That at the expiration or sooner determination of the term the Lessee or those claiming under the Lessee will deliver up to the Government the demised premises, together with all erections and buildings then standing and being thereon and all fixtures and additions thereto (except such as are by the lease authorized to be removed) in good and substantial repair and working order and in all respects in such state and condition as shall be consistent with the due performance of the covenants in the lease except as

shall be otherwise agreed between the Lessee and the Government, and also all agreements between the Government and the Lessee.

(19) That a special Police shall, if required by the Lessee, be appointed when necessary to enforce order between the servants of the Lessee when engaged in operations on the premises leased and the subjects of His Highness, and that the cost of such Police shall be borne in the following proportions, *viz.*, $\frac{3}{10}$ by the Government and $\frac{7}{10}$ by the Lessee, and that the Police force thus constituted shall be placed under the orders of an officer of the Government of India appointed by the British Resident at Hyderabad so long as the Government of India shall consent to such arrangement.

(20) And also a clause for referring to arbitration any differences or disputes between the Government and the Lessee, such clause to be similar (*mutatis mutandis*) to clause 18 hereof.

And also covenants by the Government to the following effect (*viz.*)—

(21) That at the expiration or sooner determination of the term created by the lease or at any time previous thereto the Lessee shall be at liberty (subject to the right of persons other than the Government) to remove all engines, boilers and other machinery and plant of every description belonging to the Lessee, which may be or have been in use on the premises therein comprised in connection with any of the operations under the lease, or to sell the same on the spot subject to the same being first offered to the Government, at a price to be agreed between the Lessee and the Government, or in default of such agreement, to be fixed by arbitration under the arbitration clause in the lease.

(22) That all machinery, plant and utensils required for the purpose of executing any works, either temporary or permanent, under the lease shall be admitted into His Highness's territories free of all fiscal charges and duties whatever payable to His Highness's Government or to any local authorities claiming under His Highness under a title subsequent to this agreement.

(23) That it shall be lawful for the Lessee to surrender the lease at any time by giving to the Government twelve calendar months' notice in writing, whereupon all future liability on the part of the Lessee shall cease but without prejudice to the Lessee's liability in respect of any prior breach of covenant.

(24) That if the Lessee shall discontinue or at any time after the granting of the lease neglect or omit or permit or suffer to be omitted the working of any of the demised mines or premises, but shall not be willing to surrender the lease under the covenant lastly hereinbefore stipulated for, it shall be lawful for the Lessee by giving twelve months' previous notice in writing to surrender any or any part of such demised mines and premises without the remainder, but including so much of the demised surface as shall thereupon become unnecessary for working the retained mines and premises and thereupon all future liability on the part of the Lessee shall cease as regards the part surrendered (the provisions of the lease being construed

distributively) but without prejudice to the Lessee's liability in respect of any previous breach of covenant, and upon such surrender the Lessee shall grant to the Government all such powers, easements and rights as may be necessary or expedient for conveniently and efficiently working the surrendered mines and premises.

The Company agree to surrender to the Government any land in the Hyderabad State taken up for mining operations on which active mining operations are not commenced by the end of 1896—Foreign Department letter No. 4115, dated 30th November 1886.

(25) And also a proviso by way of condition that if and whenever any part of the rents or royalties by the same lease reserved or made payable in respect of any property which shall not have been surrendered, shall be in arrear for three months, whether the same shall have been legally demanded or not, or if and whenever the Lessee shall discontinue working for any twelve consecutive months any mine or mines upon which active mining operations shall once have been commenced and which shall not have been surrendered under the powers hereinbefore mentioned and referred to, if the Company shall be wound up or cease to exist or if and whenever there shall be a breach or non-observance of any of the covenants or agreements by the Lessee contained in the same lease, and the Lessee shall fail to make pecuniary compensation to the satisfaction of Government for such breach it shall be lawful for the Government to re-enter upon any part of the same premises in the name of the whole and thereupon the term thereby granted shall absolutely determine except in so far as shall relate to the recovery of any of the rents or royalties thereby reserved or made payable which shall be then in arrear or to the satisfaction of damage for breach or non-observance of any of the covenants or agreements by the Lessee contained in the lease so terminated and that such right of re-entry may be exercised by the Government notwithstanding the waiver by them of any prior forfeiture or forfeitures.

And also such covenants, clauses and provisions as (not being inconsistent with the clauses hereinbefore specified) shall be usually inserted in leases of a similar character of mines in England.

13. When the Railways hereinbefore referred to are completely constructed and in operation and capable of transporting mineral traffic to the necessary extent, the Company hereby agreed to be formed or their Lessees shall sell to such Railways coal sufficient for the *bonâ fide* requirements of their traffic at special rates which shall be not less than 30 per cent. below the rates of sale to the outside public, provided that the Railway Company engage in a separate agreement with the Company hereby agreed to be formed to carry the produce of the mines that shall be sold to foreign railways at 30 per cent. below the ordinary quotations for the same classes of traffic, and the Company hereby agreed to be formed shall provide mineral traffic on the same railways to an extent of a freight of £45,000 per annum, provided that the Railway Company gives reasonable facilities for such traffic and the development and working of the mines produce sufficient for that purpose.

14. The Concessionaires, their executors or administrators shall not, nor shall the said Company, keep any armed retainers, but shall, if necessary, apply to the Government of His Highness the Nizam for protection which shall at once be afforded by the Government.

15. The Concessionaires, their executors or administrators or their servants (other than natives of India) shall not, nor shall the said Company or its servants (other than natives of India), nor shall such natives by the permission or sufferance of the Concessionaires, their executors or administrators or of the said Company, have any monetary transactions with the Government of His Highness the Nizam or the Nobles, Jaghirdars, Jemadars, Zamindars or other officials of the Hyderabad State beyond those provided for in these presents.

16. A special police shall, if required by the Concssionaires, their executors or administrators until the transfer of this concession to the Company as hereinbefore mentioned and after such transfer then if required by the said Company, be appointed when necessary to enforce order between the servants of the requesting party while engaged in operations under this concession in the dominions of His Highness and the subjects of His Highness. The cost of such Police shall be borne in the following proportions, that is to say $\frac{3}{10}$ by the Government and $\frac{7}{10}$ by the requesting party. The Police force thus constituted shall be placed under the orders of an officer of the Government of India appointed by the Resident at Hyderabad so long as the Government of India consent to such arrangement.

17. And this indenture further witnesseth that in consideration of the premises, it is further agreed between the parties hereto, the Government binding itself as to the matters to be performed and observed by the Government and the Concessionaires binding themselves as to all the matters to be performed and observed either by themselves or the said Company, but subject to the transfer to the same Company of the liability of the Concessionaires as before mentioned as follows: The Concessionaires or the said Company shall have from the date of these presents (so far as the Government can grant the same) the exclusive right of prospecting and testing for gold, silver, iron, coal, precious stones, precious metals, and other mines and minerals and mineral oils and mineral substances of what kind soever throughout all portions of the territories of His Highness the Nizam until the 31st day of December 1891, but the Concessionaires or the Company shall, before exercising such right, notify to Government their intention so to do. The Concessionaires or the said Company may, from time to time, until the said 31st day of December 1891, select and notify to the Government the selection of (specifying the same) such and so many of any lands, mines, fields, beds, deposits of coal, clay, iron, ironstone, limestone, and all or any other minerals, metals, precious stones, mineral-oils, and mineral substances in the territories of His Highness the Nizam (other than those specified in the third article of these presents) as they desire to acquire for the purpose of mining operations and such notifications shall describe the lands selected by reference to the village map or plan relating to the same and upon any

premises being selected as in this clause, provided the Government will, from time to time, at the expense of the Concessionaires or the Company, but free of any premium or other payments not by these presents expressly provided for grant to the said Company or their licensed nominees (if any), who respectively shall accept the same without any investigation of or objection to the title a lease or leases of such premises for a term of 99 years from the date of these presents, which lease or leases shall reserve in respect of each mineral or mineral substance to be thereby demised, rents and royalties to be fixed by the said Mining Board on the principle as near as can be and in the manner provided by Clause 11, and contain the same powers and covenants (*mutatis mutandis*) as are hereinbefore provided with respect to the premises to be selected under the provisions of the third article of these presents, and the other stipulations of these presents shall apply to the premises to be selected pursuant to the provisions of this clause in like manner as to the premises to be selected under the said third article and as fully as if such stipulations were herein repeated, and all such other provision shall be inserted in such lease or leases as in the opinion of the Mining Board may be required having regard to the peculiar nature of the minerals or mineral substances to be therein comprised. The Concessionaires or the said Company shall be at liberty to defer and shall not be required to exercise their right of prospecting and testing at any time before the first day of June 1888, but from the date of their application for leave to exercise such right, they shall be liable to pay to the Government up to the 31st day of December 1891, by equal quarterly payments, and as the consideration for such exclusive rights to prospect and test, the yearly sum of British R. 50,000, from which there shall be deducted any royalties paid to the Government under any lease granted pursuant to the provisions in this paragraph contained.

18. If any dispute or difference shall arise between the Concessionaires or their executors or administrators, or the Company to be formed as hereinbefore is mentioned, on the one hand and the Government on the other hand concerning this concession, or the interpretation thereof, or the rights or liabilities of either party hereunder, such dispute or difference shall be referred to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the other party to the dispute or difference, and the duty of the said Board shall be to enquire into and equitably adjust and determine such dispute or difference, and if unable to do so by reason of difference of opinion among the members thereof or for any other reason, to refer the same difference or dispute to an Umpire to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration, or in case the Board shall not within fourteen days after the dispute or difference shall have been referred to them have appointed the said Umpire, the appointment of an Umpire may be made upon the application of either party by Her Majesty's Secretary of State for India, and the decision of such Board, or in the event of their not arriving at a decision as aforesaid, the decision of such Umpire shall be final, and binding upon both parties and no appeal shall lie therefrom, and upon every such reference the Board of Arbitration and Umpire shall respectively have power to examine

witnesses upon oath or affirmation and to fix, settle and determine the amount of the cost of the reference and award respectively or incidental thereto to be paid by both parties, or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for the provisions of the Common Law Procedure Act, 1854, and the Acts amending the same shall (*mutatis mutandis*) have effect in relation to every arbitration under this indenture.

IN WITNESS whereof the said Nawab Mir Laik Ali Khan Bahadur Salar Jung Munir-ud-Doulah Mukhtar-ul-Mulk Imadas Sultana acting on behalf of the Government of His Highness the Nizam has hereunto affixed the seal of State of His Highness's Government, and the said William Clarence Watson and John Stewart have hereunto set their hands and seals the day and year first above written.

The Seal of State of the Government of His Highness the Nizam affixed by the Nawab Salar Jung Imad-as-Sultana, the Prime Minister of the Government of His Highness the Nizam, in the presence of

The Seal of State affixed by me.
(Sd.) SALAR JUNG IMADAS SULTANA.

Seal of the Government of His Highness the Nizam.

(Signed) ALEX. H. E. CAMPBELL,
COLONEL,
Supt. & Manager, Residency Bazaar, Hyderabad, Deccan.

(Signed) WILLIAM CLARENCE WATSON by his duly constituted Attorney,
C. A. WINTER.

Signed, sealed and delivered by the above named WILLIAM CLARENCE WATSON and JOHN STEWART by their Attorney CHARLES ALBERT WINTER in the presence of

(Signed) JOHN STEWART by his duly constituted Attorney,
C. A. WINTER.

(Signed) ALEX. H. E. CAMPBELL,

(Signed) W. C. FURNIVALL,
Agent & Chief Engineer,
His Highness the Nizam's Guaranteed State Railways Company, Limited,
Hyderabad, Deccan.

APPENDIX NO. II—*Page 14.*

MODIFIED MINING AGREEMENT, dated 2nd January 1890.

This AGREEMENT entered into this second day of January 1890, between HIS HIGHNESS the NIZAM of HYDERABAD (hereinafter called "HIS HIGHNESS"), of the first part; the HYDERABAD (DECCAN) COMPANY LIMITED (hereinafter called "the COMPANY"), of the second part; WILLIAM CLARENCE WATSON, of 7 GREAT WINCHESTER STREET, in the City of London, Merchant (hereinafter called MR. WATSON), and JAMES GRAHAME STEWART, of the Conservative Club, St. James Street, in the County of London, Esquire, and CHARLES JAMES STEWART, of No. 70 Lexham Gardens, in the said County, Esquire, which said JAMES GRAHAME STEWART and CHARLES JAMES STEWART are the Executors of JOHN STEWART deceased, and are (hereinafter called MR. STEWART'S Executors), of the third part, and the said WILLIAM CLARENCE WATSON and JAMES GRAHAME STEWART, of the fourth part; Witnesseth as follows :—

By an indenture, dated the 7th day of January, 1886 (hereinafter called "the Concession"), and made between the Government of His Highness and the said William Clarence Watson and John Stewart (hereinafter called Messrs. Watson and Stewart), it was agreed that Messrs. Watson and Stewart should, within the time therein mentioned, form in London a Company of the description therein mentioned, having for or among its objects the acquisition of the rights and liabilities of Messrs. Watson and Stewart under the Concession and the execution of the works therein referred to; and if within such time such a Company should be formed, and the proportions of its capital therein mentioned should be subscribed and paid up, it should be lawful for Messrs. Watson and Stewart to transfer to such Company the benefit of the Concession; and it was agreed that the Company should have certain mining and other rights within the dominions of His Highness of the nature and upon the conditions more fully expressed in the Concession, to which reference is hereby made.

Messrs. Watson and Stewart, as they allege, within the time in that behalf limited by the Concession, formed the Company, and subscribed and paid up the proportions of its capital thereby prescribed, and sold and transferred to it the Concession in consideration of certain fully paid shares of the Company allotted to them.

On the 20th July 1887 the said John Stewart died, having by his will, dated the 19th February 1885, appointed the said James Grahame Stewart and Charles James Stewart, and also Matilda Stewart and Henry Hardcastle executors thereof; and the said will was proved by the said James Grahame Stewart and Charles James Stewart on the 9th August 1887.

His Highness asserts and maintains certain claims against one Abdul Huk, who had been, previously to the said 7th day of January 1886, and then was, an official in the service of His Highness, by reason of his being, and as His Highness alleges, interested in the said Concession with Messrs. Watson and Stewart to the extent of a one-fourth part of share thereof or therein; and also in respect of certain dealings or transactions of the said Abdul Huk in connection with certain shares in the Company by disposing of them to His Highness.

His Highness also raised objections to the propriety and validity of the formation of the Company, and to the terms on which the Concession was sold and transferred to it, and disputed the right of the Company to any of the rights or privileges granted by His Highness under the Concession; and asserted claims against the parties hereto of the third part in respect of the formation of the Company, and the terms of the transfer to it of the Concession; and asserted claims against Mr. Watson alone, in respect of his acts as Agent for His Highness in connection with the disposition of the said shares by Abdul Huk to His Highness.

Suggestions have been made by some of the shareholders of the Company that by reason of the part taken by Messrs. Watson and Stewart and other parties interested with them in the Concession in the formation of the Company the settlement of the terms of the sale and transfer to it of the Concession, and the carrying of the same into effect, the Company might be entitled to rescind the said sale and transfer, or to require the parties hereto of the third part, or the parties interested therein with them, to account to the Company for all or some part of the profit thereby made by such parties respectively.

The Company does not admit any of the assertions and claims made by or on behalf of His Highness.

The parties hereto of the third and fourth parts do not admit any of the said assertions and claims, or of the assertions and claims so made or suggested, by or on behalf or in the interest of the Company or the shareholders, and recognise no liability in respect of any of the matters hereinbefore referred to; but they are desirous of assisting the Company, and in consequence certain negotiations were commenced for the removal of all objections, claims and disputes of any kind by or between any of the parties hereto, and the obtaining from His Highness of the recognition by him of the Company and its title to the rights and privileges granted under the Concession, and the confirmation of the said Concession to the Company with certain modifications thereof; and these negotiations have led to the arrangement herein contained.

It has been agreed between His Highness and the parties of the second, third and fourth parts that the performance by the parties hereto of the second and fourth parts of the engagements hereinafter contained on their parts respectively shall be accepted by His Highness in satisfaction and discharge of all claims by His Highness against the Company and Mr. Watson and Mr. Stewart's executors and estate, and all other parties originally interested in the said concession or any of them (save and except the said Abdul Huk as hereinafter more fully appears), whether such claims have been already asserted or not, arising out of the obtaining of the Concession the arrangements connected therewith, the formation of the Company, the sale and transfer to it of the Concession, or the connection, if any, of the said parties with any dealings in or with any of its shares, all which claims are hereby abandoned.

His Highness, at the request of the parties of the second and fourth parts, hereby declares that in the event of this agreement being executed and the engagements of the other parties hereto being duly performed the drafts of the leases and the rates of royalties for coal and all other minerals mentioned in the Concession shall be promptly settled, in accordance with the terms of the said Concession.

The parties hereto of the fourth part shall subscribe or find responsible subscribers for £150,000 Deferred Share Capital, so that the sum of £150,000 shall be paid to the Company, and which Deferred Share Capital is not to receive dividends for any year unless 5 per cent. be paid for that year on the existing £1,000,000 of capital, but when 5 per cent. is paid for any year on the whole £1,150,000, further dividends for that year are to be paid on all without distinction.

The Government of His Highness is to have the perpetual right to nominate a Director, who need not be qualified by shares, and who may reside in England or in India, and who shall have the same rights and powers as the other Directors, except with respect to any differences which may arise between His Highness and the Company, as to which he shall not be entitled to vote or otherwise act as a Director. Any necessary regulations to this end are to be carried out by the Company.

Subject to the due performance by the parties hereto of the second, third and fourth parts of their respective engagements hereunder, the selecting period under Clause 3A of the Concession is to be extended to December 31st 1891.

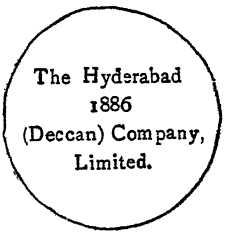
Subject to the due performance by the parties hereto of the second, third and fourth parts of their respective engagements hereunder the Concession with the modifications thereof stated in the preceding two clauses of this agreement, is hereby confirmed to the Company, their successors and assigns, subject to the due performance by them of their obligations thereunder as so modified.

His Highness absolutely reserves and maintains all his rights and claims against the said Abdul Huk and his interest or shares in the Company; and no steps taken or to be taken by His Highness's Government with reference

thereto shall affect or prejudice the rights or position of His Highness, or the obligations hereunder of the parties of the second and fourth parts.

The Company confirms the sale and transfer of the Concession by Messrs. Watson and Stewart to the Company, and renounces all claim to any part of the profit made by means thereof by Messrs. Watson and Stewart, or any parties interested with them in the said sale and transfer.

In witness whereof His Highness has caused the Seal of State of His Highness's Government to be hereunto affixed, and the Company has caused its Common Seal to be hereunto affixed, and the parties of the third and fourth parts have hereunto set their hands and seals the day and year first above written.



The Common Seal of the Hyderabad (Deccan) Company, Limited, was hereunto affixed in the presence of

G. H. M. BATTEN,

Director.

L. L. HALL,

Secretary.

Signed, sealed and delivered by the said WILLIAM CLARENCE WATSON in the presence of } W. C. WATSON.

G. M. CLEMENTS,

Solicitor.

17, Gresham House, Old Broad Street,

London.

Signed, sealed, and delivered by the said JAMES GRAHAME STEWART, by EDWARD FRANCIS TURNER, his Attorney, in the presence of } J. GRAHAME STEWART by EDWARD FRANCIS TURNER, his Attorney.

WM. J. NOEL,

Clerk to Messrs. Turner and Hacon,

101, Leadenhall Street, London, E. C.,

Solicitors.

Signed, sealed, and delivered by the said CHARLES JAMES STEWART in the presence of } C. J. STEWART.

WM. J. NOEL.

Signed, sealed, and delivered by the said JAMES GRAHAME STEWART in the presence of } J. GRAHAME STEWART.

F. A. BAYLARG,

Banker,

Pau.

I hereby certify that J. Grahame Stewart has appeared before me this 19th day of December 1889, and signed this document, he being known to me.

In witness whereof I have hereunto set my hand and official seal the day and year above written.

J. MORRIS POST,

Acting British Vice-Consul.

APPENDIX No. III—*Page 14.*

AGREEMENT between the HYDERABAD STATE and ABDUL HAK (SARDAR DILER JUNG) for the SETTLEMENT of the DECCAN MINING CASE.

AGREEMENT made the thirteenth day of June, one thousand eight hundred and ninety-four, *Between* the State of Hyderabad of the one part and Sirdar Diler Jung, Sirdar Diler ul Mulk Bahadur, C.I.E., of Secunderabad, Mahomedan, inhabitant, of the other part. *Whereas* certain terms were agreed upon between the State of Hyderabad and Sirdar Diler Jung, Sirdar Diler ul Mulk for the compromise of suit No. 618 of 1890 filed in the High Court of Bombay by the said State against the said Sirdar and of certain other matters, *and whereas* it was agreed that the said terms should be embodied in a formal agreement, *and whereas* this agreement is the formal document contemplated by the said terms of agreement, *and whereas* it is agreed and admitted by both parties hereto, that no aspersion rests upon the honour or reputation of either party in respect of any matters, the subject of the said suit or of the said terms of compromise, and that this compromise has been made on terms by which the honour and reputation of both parties have been upheld. *Now it is hereby agreed* as follows:—

1. That out of 12,500 shares in the Hyderabad Deccan Company, Limited, deposited with the Chartered Bank of India, Australia and China, by the said State of Hyderabad, 7,500 shares shall be retained by the said State of Hyderabad and the remaining 5,000 shall be handed over to the said Sirdar Diler Jung by the said State of Hyderabad.

2. That the said State shall not claim interest accrued due to the date of this agreement under a certain agreement bearing date the twenty-eighth day of May one thousand eight hundred and eighty-eight, and made between the Government of His Highness the Nizam ul Mulk, Assuff Jah Bahadur, of the one part, and the said Sirdar Diler Jung, Sirdar Diler ul Mulk Bahadur, C.I.E., of the other part, and on the other hand the said Sirdar shall have no claim for damages against the said State in any wise arising from or founded on the said agreement.

3. That the said State shall accept the resignation of the said Sirdar as Home Secretary to His Highness the Nizam's Government as from the fourteenth day of April, one thousand eight hundred and eighty-eight, the date of his suspension.

4. That the said State shall make no claim against the said Sirdar Diler Jung regarding any matter arising out of either of the Railway or Mining schemes in the said suit more particularly mentioned.

5. That the sum of rupees four lakhs paid by the said Sirdar Diler Jung to the said State on the thirteenth July one thousand eight hundred and ninety-two, being the sum mentioned in clause two, paragraph B, of the said agreement of the twenty-eighth day of May, one thousand eight hundred and eighty-eight, shall be retained by the said State in part satisfaction of their claim in the said suit in lieu of the transfer to the said State of the mortgage for rupees four lakhs in the said clause two, paragraph B. men-

tioned, and that the said State of Hyderabad shall pay to the said Sirdar Diler Jung interest at the rate of six per cent. on the said payment of four lakhs from the 13th July, one thousand eight-hundred and ninety-two, upto the date of the execution of these presents.

6. That the said Sirdar Diler Jung shall forthwith authorize the said Chartered Bank of India, Australia and China to hand over to the said State the Government of India four per cent. promissory notes which have been recently exchanged for the four (*sic*—three?) and half per cent. Government promissory notes, which were deposited by the said Sirdar Diler Jung, under the said agreement dated twenty-eighth May, one thousand eight hundred and eighty-eight, and the said State will authorize the said Bank to recover and hand over to the said Sirdar Diler Jung, the interest accrued from the date of such deposit up to the date of the execution of these presents.

7. That the said Sirdar Diler Jung shall forthwith execute engrossments already prepared and approved, substituting therein the name of the present Minister for that of His Excellency Sir Asman Jah, K.C.I.E., the late Minister, of the mortgage of the three properties in Bombay mentioned in the said agreement of the twenty-eighth day of May, one thousand eight hundred and eighty-eight, namely, the properties respectively known as the Esplanade Hotel, the old Secretariat and Sirdar's Mansion, for rupees twelve lakhs seventy thousand seven hundred and forty-one, annas ten and pies five, for the period of three years from the date of the execution of such mortgage and subject to the condition mentioned in the said agreement of the twenty-eighth day of May, one-thousand eight hundred and eighty-eight

8. That each party to the said suit shall bear their and his own costs thereof, respectively.

9. That on the terms aforesaid being carried out by the parties hereto respectively, the said State will apply to the High Court of Judicature at Bombay to withdraw the said suit No. 618 of 1890, on the ground that the parties have come to an amicable settlement thereof, and that the said Sirdar Diler Jung will agree to such withdrawal, each party paying their own costs.

(Sd.) VIKAR-UL-UMRA,
Prime Minister to His Highness the Nizam.

Witnesses to the signature of
the Nawab Vikar-ul-Umra,
Bahadur.

(Sd.) A. L. P. TUCKER,
First Assistant Resident, Hyderabad.

(Sd.) HORMUSJI, *N. Vakeel,*
Legal Adviser,
His Highness the Nizam's Government, Hyderabad.

The counterpart of this agreement was executed by Sardar Diler Jung (Abdul Hak) on the 13th September 1894.

APPENDIX No. IV—*Page 14.*

SINGARENI COAL FIELD LEASE, dated 12th September 1893.

THIS INDENTURE made the Twelfth day of September, One thousand eight hundred and ninety-three, BETWEEN Nawab Bashir-ud-Dowlah, Amir-i-Akbar, Sir Asman Jah Bahadur, K.C.I.E., Prime Minister to His Highness the Nizam acting on behalf of THE GOVERNMENT OF HIS HIGHNESS THE NIZAM hereinafter called "the Government" (which expression shall include the Nizam and his successors and the Government for the time being of the Nizam and his successors) of the one part and THE HYDERABAD (DECCAN) COMPANY LIMITED hereinafter called "the Company" (which expression shall include the Company its successors and licensed assigns) of the other part WITNESSETH as follows:—

1. In consideration of the rents and royalties hereinafter reserved and of the covenants by the Company hereinafter contained the Government do hereby demise and grant unto the Company FIRST—ALL AND SINGULAR the mines beds seams veins and deposits of coal comprised in or forming part of the Singareni Coal Field as the same is more particularly described in the first part of the First schedule hereto AND ALSO all the mineral and other substances intermixed with and usually and properly worked with the said mines beds seams veins and deposits of coal AND SECONDLY—ALL AND SINGULAR the surface lands described in the second part of the First Schedule hereto all which premises hereinbefore expressed to be hereby demised are hereinafter referred to as the demised premises EXCEPT AND RESERVING unto the Government all mines minerals and substances other than and except the mines minerals and substances hereinbefore expressed to be hereby demised WITH LIBERTY AND POWER to the Government and persons authorised by the Government in this behalf (subject to the right of the Company (if any) subsisting under a certain concession dated the Seventh day of January One thousand eight hundred and eighty-six and made between the Prime Minister to and on behalf of the Government of the Nizam of the one part and William Clarence Watson and John Stewart of the other part to have granted to the Company a lease of the said excepted mines minerals and mineral substances or any of them) to enter upon any surface lands (other than those described in the second part of the First Schedule hereto and secondly hereinbefore expressed to be hereby demised and other than any such additional surface lands as may hereafter be leased to the Company under the provisions hereinafter contained) and to search for work get raise and carry away all or any of the said excepted mines and minerals AND WITH LIBERTY AND POWER for the purposes aforesaid to sink drive erect make and use all such pits shafts adits waterways airways buildings pumps railways tramways roads engines machinery works and other conveniences as shall be necessary or convenient the Government making reasonable and proper money compensation to the Company for any interference with or injury caused thereby to the demised premises or any of them or any of the Company's works TO HOLD

the demised premises unto the Company for the term of ninety-nine years from the First day of January One thousand eight hundred and eighty-six subject as from the First day of January One thousand eight hundred and ninety to the terms and conditions hereinafter contained except so far as is otherwise by these presents expressly provided.

2. If at any time during the continuance of the term hereby granted the development and working of the mines and minerals hereby demised shall in the opinion of the Company render it necessary or expedient that the Company should acquire any other surface lands in addition to those described in the second part of the First Schedule and hereinbefore expressed to be hereby demised for spoil banks for depositing the output from the mines hereby demised or for constructing buildings roads railways tramways waterways tanks reservoirs shafts inclines or other works necessary for or properly incident to the better development and working of the said demised mines and minerals or any houses buildings or erections which would or might be injured by the subterraneous workings of the Company the Company shall from time to time give notice to the Government of the quantity position and boundaries of the land houses buildings and erections so required and of the purposes for which the same are required.

3. Upon receipt of any such notice as last mentioned (hereinafter called the notice) the Government as to any lands included in the notice and which in case of any dispute shall under Clause 6 hereof be held to be necessary or expedient as aforesaid and being in the possession or under the actual and immediate control of the Government and not for the time being used or required for any public purpose shall forthwith give possession and grant a lease of the same to the Company as from the date of the notice for all the residue of the term hereby granted upon the terms and conditions upon which the lands described in the second part of the First Schedule hereto are hereby demised. All the costs and expenses of and incident to every such lease shall be paid by the Company but no fine or premium shall be payable to the Government in respect of such lease.

4. Upon receipt of the notice the Government as to any lands included in the notice which are not in the possession or under the actual and immediate control of the Government and as to any houses buildings or erections included in the notice shall (unless within two calendar months from the receipt of the notice the Government shall give to the Company a counter-notice (hereinafter called the counter-notice) that they deem it inexpedient on grounds either of public or of private policy that the Company should acquire such lands houses buildings or erections or any part thereof) forthwith at the expense and cost of the Company proceed to take all necessary and proper steps and make all necessary arrangements for the expropriation of all tenants and occupiers of and all other persons claiming any right title or interest to or in such lands houses buildings and erections with a view to giving and shall give possession to the Company as soon as possible of so much of the lands houses buildings and erections included in the notice as shall not be included in the counter notice and shall upon giving such possession to the Company at the cost and expense of

the Company but without charging any fine or premium therefor grant a lease of the same lands houses buildings and erections to the Company as from the date of the notice for all the residue then to come of the term hereby granted upon the terms and conditions upon which the lands described in the second part of the First Schedule hereto are hereby demised.

5. The Company shall be liable for and shall forthwith pay to the Government all sums which the Government may be liable to pay and shall actually pay by way of compensation for disturbance or otherwise in respect of the expropriation of such tenants occupiers and persons as in the last preceding clause mentioned. And the Government shall not be bound to grant any lease of the lands included in the notice until such sums as aforesaid shall have been fully paid and discharged by the Company.

6. If any dispute question or difference shall at any time arise as to the quantity or position of the lands included in any such notice as aforesaid or whether it is necessary or expedient that the Company should acquire such lands houses buildings and erections or any part of them or as to the purposes for which such lands are required or otherwise as to the validity of and rights of the Company under the notice or as to the validity of the counter-notice or the grounds of inexpediency therein stated or as to the amount of compensation to be paid by the Company under the last preceding clause hereof such dispute question or difference shall be settled by arbitration under the Arbitration Clause hereinafter contained.

7. No part of the lands to be acquired by the Company in pursuance of any such notice as in the second clause hereof mentioned shall be taken for smelting or any other purposes than those mentioned in Clause 2 hereof and the getting and carrying away the minerals and other substances hereby demised unless the Government shall in writing previously consent thereto.

8. The Government will forthwith evacuate and give vacant possession to the Company of all and every part of the lands secondly hereinbefore expressed to be hereby demised which are in the possession or under the immediate control of the Government and also will forthwith take all necessary and proper steps and proceedings at the cost of the Company for the purpose of expropriating from every part of the said lands not in the possession or under the immediate control of the Government all tenants and occupiers thereof and all persons claiming any right or title thereto and forthwith giving and will as soon as practicable give vacant possession of all the said lands to the Company. The Company shall be liable for and shall forthwith pay to the Government all sums which the Government may be liable to pay and shall actually pay by way of compensation for disturbance or otherwise in respect of such expropriation to such tenants occupiers and persons as aforesaid PROVIDED ALWAYS that the Company shall not be liable to pay to the Government any compensation in respect of any lands evacuated by the Government or any compensation which may be paid by the Government for disturbance or otherwise in respect of the expropriation from any of the said lands of any tenants or occupiers or other persons claiming under the Government by virtue of any grant lease

agreement or other document or otherwise howsoever since the seventh day of January one thousand eight hundred and eighty-six.

9. Without prejudice to clause 4 hereof the mines and minerals hereby demised are demised and the rights and privileges of working the same hereby granted are granted subject to the rights estates and interests of all owners tenants and occupiers of and all persons claiming any right title or interest to or in the surface lands over and upon the said demised mines and minerals other than the surface lands described in the second part of the First Schedule hereto AND the Company will at all times during the said term compensate all such owners tenants occupiers and persons as aforesaid for any injury or damage which may be caused to them by the workings on the part of the Company of the said demised mines and minerals and will at all times keep the Government fully indemnified against all claims demands actions and proceedings by any of such owners tenants occupiers and persons as aforesaid in respect of any such injury or damage.

10. The Company shall have liberty to search for sink drive free from water ventilate and work the mines and to search for win get convert manufacture carry away sell and dispose of the minerals and mineral and other substances hereby demised AND for all or any of the purposes aforesaid the Company shall have liberty in upon or under any part of the demised premises and either permanently or temporarily to sink erect make maintain and use any pits shafts inclines adits and other openings spoil banks engine-houses storehouses workshops forges dwelling-houses or other buildings coke ovens charcoal works stoves kilns compressed fuel works and in upon or under any of the demised premises and upon any adjoining or neighbouring lands any roads bridges railways sidings and junctions (but as to railways sidings and junctions not so as to conflict with the rights of the Government's Guaranteed State Railway Company or any other Railway Company) tramways telegraphs reservoirs watercourses fences drains cuts canals aqueducts basins wharves cuttings embankments towing paths and in upon or under any of the demised premises any engines and other machinery plant and appliances and to deposit bank make into coke burn convert and manufacture the produce of the said mines and minerals hereby demised and to construct make maintain and do all other works and things which may be necessary or expedient and to use (without paying any royalty therefor) as materials for any buildings railways tramways or other works hereby authorised to be erected or constructed by the Company in connection with the said mines any stone lime slate brick earth clay gravel sand or other materials or substances which shall be gotten or won by the Company in the course of sinking searching boring or otherwise exploring or excavating for the mines and minerals hereby demised AND the Company shall also have liberty for the purpose of searching for coal by means of boring to enter upon and use any adjoining or neighbouring lands which on the seventh day of January one thousand eight hundred and eighty-six were or hereafter during the continuance of the term hereby granted shall be in the actual possession or under the

immediate control of the Government without making or paying any compensation to the Government therefor AND also any adjoining or neighbouring lands which were not on the seventh day of January one thousand eight hundred and eighty-six and shall not for the time being be in the actual possession or under the immediate control of the Government upon making such arrangements as to compensation and otherwise with the owners occupiers and tenants thereof as may from time to time be agreed upon by and between the Company and such owners occupiers and tenants respectively AND the Company shall have free ingress and egress so far and in such directions as may be necessary or convenient for the proper working of the said mines and minerals for all persons and things authorised by the Company in that behalf to and from the said mines and works with locomotive engines animals waggons trucks carts barges and boats or otherwise howsoever AND may also cut use or otherwise dispose of any trees timber and underwood growing or being on any part of the surface lands for the time being demised to the Company. The Company shall not make any payment in respect of any of the matters things or works by this clause authorised to be done or constructed other than the rents and royalties reserved by these presents PROVIDED ALWAYS that the Company shall not by or in the exercise of any of the rights and liberties aforesaid let down or cause to subside the surface of any land not for the time being actually demised to the Company other than land which was on the seventh day of January one thousand eight hundred and eighty-six or shall hereafter during the continuance of the term hereby granted be in the actual possession or under the immediate control of the Government (any of which last-mentioned lands the Company may let down or cause to subside without making or paying compensation to the Government therefor) without making such arrangements as to compensation and otherwise with the owners occupiers and tenants for the time being of the lands so let down or caused to subside as may from time to time be agreed upon by and between the Company and such owners occupiers and tenants respectively AND PROVIDED ALWAYS FURTHER that the Company shall not save as hereinbefore expressly mentioned exercise all or any of the rights and liberties in this clause mentioned other than the right of ingress and egress aforesaid over the surface of any lands other than those which are described in the second part of the first Schedule hereto and secondly hereinbefore expressed to be hereby demised and those which may be hereafter acquired by and leased to the Company under the provisions hereinbefore contained.

11. The Company shall have liberty in or upon the surface of all or any of the demised premises to drive make erect maintain and use any levels drifts tunnels airways inclined planes railways tramways roads drains steam engines pumps and underground works whatsoever which the Company shall consider necessary or convenient and may use all underground springs and streams of water in such manner and for such purposes as they may think fit.

12. The Company shall be at liberty with the consent of the Government to use all springs rivers and rivulets in and throughout the territories of and belonging to the Government and to abstract therefrom by means of

pipes conduits or watercourses any water which the Company may consider necessary or expedient either for the supply and sanitary needs of the persons employed by them in connection with the mines hereby demised or for working any engines machinery or plant used in connection with or for the purposes of the Company's mining or other operations PROVIDED ALWAYS that the Company shall not except as aforesaid divert or alter the natural channel and course of any such river or rivulet or throw any spoil rubbish or refuse into any such spring river or rivulet.

13. The Company shall be at liberty with the consent of the Government to use all ways watercourses rivers and rivulets in and throughout the territories of and belonging to the Government for the purpose of their mining operations either for carrying stores and materials to or for carrying minerals produce and materials away from the demised premises.

14. The Company shall during the subsistence of the term hereby granted keep and maintain in good repair all roads which shall be made and constructed and for the time being in use by them under the liberties and powers hereinbefore given to the Company AND shall at the expiration or sooner determination of the said term break up clear and in the case of agricultural land restore fit for agricultural purposes the sites of any such roads and any such railways sidings or tramways which shall have been so made or constructed as aforesaid as the Government shall not by notice in writing to be delivered to the Company within three calendar months of such expiration or sooner determination require to be left PROVIDED ALWAYS that upon any transfer or surrender under Clause 17 or Clause 43 hereof the Company may in lieu of any further obligation under this clause to repair the same break up clear and in the case of agricultural land restore fit for agricultural purposes the sites of any such roads railways sidings or tramways as aforesaid which by reason of such transfer or surrender shall have become useless or unnecessary to the Company and which the Government shall not by notice in writing to be delivered to the Company within three calendar months from such transfer or surrender require to be left And thereupon all further liability to repair such roads shall cease and determine.

15. The rents and royalties due or payable to the Government for or in respect of all coal and other substances which have been raised and won by the Company from the mines hereby demised since the commencement of the term hereby granted down to and including the Thirty-first day of December One thousand eight hundred and ninety-two shall be taken to be the sum of One hundred and seven thousand two hundred and sixty Halli Sicca rupees And upon the execution of these presents the Company shall in respect thereof pay to the Government so much of the said sum of One hundred and seven thousand two hundred and sixty Halli Sicca rupees as has not been previously paid or accounted for And such sum when so paid as aforesaid shall be accepted by the Government in full discharge of all rents and royalties so due or payable to the Government as aforesaid.

16. There are hereby reserved to the Government during the said term hereby granted by way of rent for all the premises hereby demised

and hereafter to be demised under the provisions hereinbefore contained the royalties specified in the Second Schedule hereto calculated and payable as from the date and at the times and in the manner therein expressed as hereinafter by Clause 18 provided no further rent or royalty shall be payable by the Company to the Government in respect of any of the premises hereby demised or hereafter to be demised as aforesaid.

17. The Company shall if thereatened with loss by the coal obtained from the mines hereby demised being unsaleable or saleable only at a loss be at liberty by giving to the Government twelve calendar months' notice in writing expiring on any First day of January of their intention so to do to transfer and surrender to the Government such part of the said demised mines and minerals as they are unable to work profitably.

18. The Company will in every year on or before the day or days for the time being fixed by the Government for payment thereof during the term hereby granted pay to the Government in respect of all surface lands described in the second part of the First Schedule hereto and also in respect of all premises which may under the provisions hereinbefore contained be acquired by and demised to the Company except such parts thereof respectively as shall for the time being have been surrendered the rate of land assessment usually payable for the time being to the Government in respect of similar lands situate in the dominions of the Government.

19. The Company will during the said term pay to the Government the royalties specified in the Second Schedule hereto on the days therein prescribed for payment thereof.

20. If the Company shall not in any year during the term hereby granted after and commencing with the First day of January One thousand eight hundred and ninety-three work get and win such a quantity of the coal hereby demised as according to the royalties specified in the Second Schedule hereto will produce a clear yearly sum of Thirty thousand Halli Sicca rupees (herein after called "the minimum rent") the Company will on the First day of March in every year pay to the Government such a sum as together with the royalties payable in accordance with the terms of the Second Schedule hereto will amount to the minimum rent in the same manner as if a quantity of coal sufficient according to the said royalties to produce that sum had been actually worked got and won PROVIDED ALWAYS that if in any year of the said term the Company shall not have actually worked got and won such a quantity of coal as according to the said royalties would produce for that year the minimum rent then the Company may as often as any such deficiency shall happen take credit as against any royalties payable by them in any one or more of the ten next succeeding years of the said term after every such deficiency for all sums so paid by them to make up any such deficiency but not so as to make the royalty actually paid by them in any one year fall below the minimum rent PROVIDED ALWAYS FURTHER that if the Company shall make any such transfer and surrender as mentioned in Clause 17 hereof or shall under the provisions of Clause 43 hereof surrender any part or parts of the said demised mines the minimum rent shall (if it shall be so decided under the Arbitration Clause hereinafter

contained) be reduced and the amount of such reduction (if any) shall in case of difference be determined by arbitration under the Arbitration Clause hereinafter contained.

21. The Company will maintain in good order and repair to the satisfaction of the Government all buildings plant machinery and works erected constructed or used by the Company during the subsistence of the said term (if and so long as the same are serviceable for the purposes of the undertaking) except such buildings plant machinery and works as shall have been erected constructed or used exclusively for the purposes of or in connection with any part of the mines hereby demised which shall have been worked out or become incapable of being worked at a profit or which shall have been transferred and surrendered under the provisions of Clause 17 hereof or shall have been surrendered under the provisions of Clause 43 hereof PROVIDED ALWAYS that the provisions of this clause shall be subject and without prejudice to the rights conferred upon the Company by Clause 38 hereof.

22. The Company shall not at any time during the subsistence of the said term keep any armed retainers. If any further or other protection than is afforded by the special police to be provided and maintained as in Clause 39 hereof mentioned shall at any time be required by the Company the Government shall forthwith upon application being made by or on behalf of the Company supply at the cost of the Government all such further and other protection as may be necessary.

23. Neither the Company nor any of its servants other than natives of India shall have and such servants being natives of India shall not by the permission or sufferance of the Company have during the subsistence of the said term any monetary transactions with the Government or with the nobles jagirdars jemadars zamindars or with any of the officials of the Hyderabad State other than and except such monetary transactions as are provided for by or are incidental to these presents or the sale of the coal or other produce obtained under or by virtue of these presents.

24. The Company shall not assign underlet or part with the possession of the demised premises or any part thereof without the consent in writing of the Government for that purpose first had and obtained which consent the Government hereby agrees shall not be withheld unless the proposed assignee or lessee be not considered sufficiently solvent.

25. The Company will hereafter during the subsistence of the term hereby granted in the best and most effectual manner and to the utmost and on the most approved principles and with due provision for drainage and ventilation of mines and for the security of life and the maintenance of the value of the property and without intermission except when prevented by insuperable accident work win get and raise all the mines minerals and substances hereby demised (except such as shall not be capable of being profitably worked) so far as is consistent with the provisions of Clause 27 hereof And will at all times during the said term fairly and diligently use their best endeavours to work win get and raise the same and to sell and dispose of the same to the best advantage of both parties.

26. The Company shall not commit within the mines hereby demised any wilful act whereby the mines hereby demised or any other mines or minerals lying and being under the mines hereby demised and reserved to the Government may during the subsistence of this lease be rendered unworkable by water or foul air or whereby the working of such mines or minerals may be prevented.

27. The Company shall not permit or suffer any subterraneous or other excavations except roads and ways properly supported to be made under any dwelling-house or building erected before the date of these presents which shall not for the time being be in the possession or occupation of the Company or within such distance from any such dwelling-house or building as shall in each case and from time to time be fixed by the Government mining engineer for the time being or any works or operations whatever which shall be reasonably calculated or likely to structurally damage any such dwelling-house or building PROVIDED ALWAYS that this Clause shall not apply to cases where the Company shall be ready and willing to take such dwelling-house or building at a fair valuation to be determined if necessary by valuation under the Arbitration Clause hereinafter contained.

28. The Company shall not without the previous consent in writing of the Government for that purpose first had and obtained remove or suffer to be removed from the premises for the time being in the possession of the Company or any part thereof any minerals or other substances raised or gotten from the mines hereby demised for the purpose of sale or otherwise or use or convert for any purpose or consume any such minerals or other substances until the particulars thereof have been duly entered and recorded in the Company's books for the purpose of ascertaining the amount of the royalties payable in respect of such minerals and other substances.

29. The Company will at its own expense during the said term erect and continue at the place or each of the places where any coal minerals or other substances to be gotten during the said term out of the mines hereby demised shall be raised or brought to the surface one or more machine-house or houses and keep the same in good repair and set up and continue a weighing machine or machines with proper standard weights of His Highness's State or such other weights as may be necessary or convenient in the machine-house or houses so to be erected AND will at all reasonable times permit any officers and workmen appointed by the Government in that behalf to have free access to such machine or machines and weights and make use of prove and regulate the same AND will keep the same in good repair and at the like expense provide proper persons to superintend the same AND will cause all the coal minerals and other substances which shall be gotten from the demised premises (whether the same shall be taken away and sold or disposed of or otherwise used or consumed) to be duly weighed AND will cause the weights of all such coal minerals and other substances distinguishing each of the same and the different classes and qualities of each to be from time to time entered in proper books of account

to be provided for that purpose by the Company and to be kept at the office where such coal minerals and other substances shall be raised or brought to the surface and will not remove consume or dispose of any coal minerals and other substances until so weighed and entered AND will permit any persons from time to time appointed in that behalf by the Government at all reasonable times to have free access to the said machine-house or machine-houses and office and to inspect cast up and examine the said books entries and accounts and take extracts or copies of the same AND will permit any person from time to time appointed in that behalf by the Government to be present when the said coal minerals and other substances shall be weighed and also from time to time as often as such persons shall think proper to weigh and take account of all such coal minerals and other substances and for that purpose to have the use of the said machines and also the help and assistance of any of the servants or workmen there employed and the use of the horses waggons trucks carts and other carriages ropes tackle and other implements and other machinery employed in and about any of the Company's premises without making any compensation for the same but not unreasonably hindering the servants or workmen of the Company.

30. The Company will on the last day of every third calendar month during the continuance of the said term settle and make up full true and particular accounts of all coal minerals and other substances gotten and raised from the mines hereby demised and of all sales thereof respectively with dates names weights prices and all such particulars as the Government shall from time to time require.

31. All accounts necessary for ascertaining the rents and royalties payable hereunder shall be kept in such a form as the Government shall from time to time prescribe and in local currency and all local accounts shall be kept in local currency and a true statement of all such accounts shall be submitted yearly by the Company to the Government.

32. In case any of the following classes of minerals and substances shall be raised and gotten from the premises first hereinbefore expressed to be hereby demised the Company shall keep or cause to be kept separate accounts in respect of each of them that is to say—(A) gold and silver (B) iron ore and stone (of which each separate quality is to be in a separate class as if separately here specified) (C) precious stones (D) mineral oils (E) alum (F) pottery earth (G) fire-clay (H) limestone (I) all other clays metals minerals and mineral substances intermixed with and usually and properly worked with the said mines bed seams veins and deposits of coal hereby demised (each to be separately classified).

33. The Company will at all times during the said term keep and will on the first day of March in each year of the said term if required deliver to the Government true and correct plans and sections made and corrected up to the end of the last preceding year of the mines hereby demised and of all the workings thereof and of all seams veins or lodes which shall have been discovered therein upon which plans and sections the extent position and actual condition of the Company's works shall be actually set forth

and delineated. Such sections shall be made to the scale of twenty feet to an inch and the plan of the workings to the scale of One hundred feet to an inch and such sections and plan shall be kept at the counting-house of the Company on the demised premises.

34. All such plans and sections as in the last preceding clause mentioned and all books accounts documents vouchers and papers relating to any operations under this lease so far as the Government are interested therein respectively under these presents and also all the mines and works of the Company shall at all reasonable times be open to the inspection of any person or persons duly authorised from time to time in that behalf by the Government but not exceeding a reasonable number of persons at any one time and free access and all reasonable facilities for inspecting and taking copies of or extracts from such plans sections books accounts documents vouchers and papers and for inspecting measuring and testing such mines and works and all information in connection therewith which shall be required by such person or persons shall be afforded to such person or persons by the Company their agents servants and workmen PROVIDED ALWAYS that the exercise of all or any of the rights by this clause given to the Government shall be conducted at reasonable hours in the day time and in such a manner as shall not interfere more than is reasonably necessary with the operations and works of the Company.

35. The accounts so far as the Government are interested therein under these presents may be audited half-yearly by any duly authorised agent or agents for the time being of the Government and such agent or agents shall for that purpose have power to call for all such books accounts documents vouchers plans and sections as he or they may *bonâ fide* think necessary for the verification or elucidation of such accounts.

36. The Company will from time to time and at all times during the term hereby granted properly and securely fence off and keep fenced off from the adjoining lands by means of a substantial post and rail fence at least four feet in height or some other fence sufficient to protect the public or their cattle sheep or other animals from straying into the same all pits shafts machinery railway sidings tramways and other works used by the Company in connection with the said demised mines AND will within six calendar months next after any pit or shaft shall have been permanently disused cover the same with a good and substantial arch of brickwork or masonry to the satisfaction of the Government or their mining engineer AND will within six calendar months next after the First day of January in every year either fill up stop and level such parts of the surface lands for the time being in the possession or occupation of the Company as shall no longer be required by the Company (except such parts thereof as the Government may by notice in writing require not to be filled up stopped or levelled) or make due compensation to all persons other than the Government affected by the failure or omission of the Company to fill up stop or level the same AND will cause the whole of the surface lands which may at any time during the said term have been used or occupied by the Company to be filled up stopped or levelled within six calendar months next after the

end or sooner determination of the said term (except such parts of the said lands as the Government may by notice in writing delivered prior to such end or sooner determination require not to be filled up stopped or levelled) AND will within the same six calendar months either reinstate and restore such part of the lands so to be filled up stopped or levelled as were prior to the Company's use or occupation of the same cultivated or used for pasture to a state fit for cultivation or pasture respectively or make due compensation to all persons other than the Government affected by the failure or omission of the Company so to reinstate and restore the same.

37. At the expiration or sooner determination of the term hereby granted the Company will deliver up to the Government all the demised premises and all premises which may hereafter be demised to the Company under the provisions hereinbefore contained together with all erections and buildings then standing and being thereon or on any part thereof and all fixed machinery and fixtures (except such as are hereinafter authorised to be removed or disposed of by the Company) in good and substantial repair and working order and in all respects in such state and condition as shall be consistent with the due performance and observance of the covenants herein contained (except so far as shall be otherwise agreed upon between the Company and the Government) and as shall be consistent with all agreements between the Company and the Government.

38. The Company shall not during the last year of the said term or at or after the expiration or sooner determination thereof without the license in writing of the Government for that purpose first had and obtained take down or remove any buildings or erections fixed machinery or fixtures standing or being on any part of the demised premises or any premises which may hereafter be demised to the Company under the provisions hereinbefore contained And shall not during any part of the said term without such license as aforesaid take down or remove any such buildings erections fixed machinery or fixtures as aforesaid unless and except so far as the same shall have ceased to be serviceable for the purposes of the undertaking or except for the purpose of replacing the same respectively by other buildings erections fixed machinery or fixtures of equal or superior utility PROVIDED ALWAYS that it shall be lawful for the Company at or within six calendar months after the expiration or sooner determination of the said term or after any transfer and surrender of part of the said premises under Clauses 17 or 43 hereof to sell by auction or private contract and either on or off the said premises and to remove all engines machinery rails sleepers ropes plant and materials belonging to the Company and used in or about the said premises or the part of the said premises so transferred and surrendered respectively the Company first offering to the Government the option (which if not accepted by the Government within three calendar months after being offered shall be deemed to have been refused) of purchasing all or any part of the said engines machinery rails sleepers ropes plant and materials as the same shall stand and be in upon and about the said premises at such a price as shall be agreed upon between the Company and the Government and in default of such agreement at such a price as

shall be fixed by arbitrators under the Arbitration Clause hereinafter contained AND the Company shall not remove or sell to any other person any of the said engines machinery rails sleepers ropes plant and materials which the Government shall desire to buy at such price as aforesaid unless the Government shall fail to complete the purchase of the same within six calendar months after such option shall have been offered to them.

39. A special police shall if required by the Company be appointed by the Government to enforce order between the servants of the Company while engaged in any operations connected with this lease and the subjects of the Government and the cost of such police force shall be borne in the following proportions—that is to say three-tenths by the Government and seven-tenths by the Company Such police force shall be placed and shall at all times be and remain under the orders of an officer of the Government of India to be from time to time appointed by the British Resident at Hyderabad so long as the Government of India shall assent to such arrangement.

40. All machinery plant utensils and other stores and supplies required for mining purposes ordered or required by the Company for the purpose of executing any works either temporary or permanent or carrying on the works and operations incident to or in connection with this lease shall be admitted into and carried through the territories of the Government free of all fiscal charges and duties whatever for the time being payable either to the Government or to any local authorities or other persons claiming under the Government by virtue of any title accrued subsequently to the seventh day of January One thousand eight hundred and eighty-six AND all coal minerals and other substances shall be carried through and exported out of the same territories free of all such fiscal charges and duties And if at any time hereafter any such fiscal charges or duties as aforesaid are imposed upon the carriage import or export of any of the articles or things aforesaid the rents and royalties by these presents reserved shall be accepted by the Government in satisfaction and discharge of all such charges and duties IT BEING THE TRUE INTENT AND MEANING of these presents that the rents and royalties hereby reserved shall be in full satisfaction and discharge of all fiscal charges and duties now or hereafter chargeable or imposed under the Law of the dominions of the Government for the time being in force on or in respect of all or any part of the mines minerals and other substances hereby demised and raised or gotten from the demised premises or any part thereof or on the Company in respect thereof except the rate of land assessment usually payable in respect of similar lands in the dominions of the Government.

41. If at any time hereafter during the continuance of the term hereby granted the rates charged by any State Railway guaranteed by the Government for the freight of any such minerals or mineral substances as are hereby demised whether in their raw state or manufactured shall by agreement between the Government and such Railway be raised or altered so as to exceed the rates at the date of these presents charged by the Great Indian Peninsular Railway for similar freight then and so often as the

same shall happen it shall be lawful for the Company to refer under the Arbitration Clause hereinafter contained the question whether any and if any what modification diminution or alteration ought to be made in the royalties hereby reserved by reason of such raising or alteration of the rates as aforesaid.

42. It shall be lawful for the Company to surrender this lease at any time upon giving to the Government twelve calendar months' notice in writing of their intention so to do (such notice to expire on any First day of January) And at the expiration of such notice and provided the Company shall upon such expiration pay all rent royalties and other moneys which may be then due and payable under these presents to the Government this present lease and the liberties licenses and powers hereby granted (subject nevertheless to the rights of the Company under Clause 38 hereof) and all future liability of the Company shall cease and determine but without prejudice to any right of action or remedy which shall have accrued to the Government in respect of any breach of any of the covenants or provisions herein contained.

43. If the Company shall discontinue or at any time hereafter shall neglect or omit or permit or suffer to be neglected or omitted the working of any of the mines hereby demised which shall have been opened or worked by the Company but shall not be desirous or willing to surrender this lease under the provisions of the last preceding clause it shall be lawful for the Company at any time upon giving to the Government twelve calendar months' notice in writing of their intention so to do to surrender any part of the demised premises or the premises which may hereafter be demised under the provisions hereinbefore contained without the remainder of the said premises but so that any such surrender shall include so much of the surface lands hereby or hereafter to be demised as shall not be necessary or expedient for the working of the part of the demised mines retained by the Company AND upon the expiration of such notice and provided the Company shall upon such expiration pay all rents royalties and other moneys which may then be due and payable under these presents to the Government this present lease and the liberties licenses and powers hereby granted (subject nevertheless to the rights of the Company under Clause 38 hereof) and all future liability of the Company shall cease and determine so far as regards the part of the said premises so surrendered but without prejudice to any right of action or remedy which shall have accrued to the Government in respect of any breach of the convenants and provisions as to the part so surrendered and also without prejudice to the covenants and provisions herein contained and to the rights and liabilities of the Company and the Government respectively hereunder in respect of all such parts of the said premises as shall not have been surrendered And the Company shall thereupon grant to the Government all such powers easements and rights as may be necessary or expedient for efficiently and conveniently working and developing the premises so surrendered and consistent with the efficient and convenient working and development by the Company of the premises not surrendered.

44. If and whenever the following railways now contemplated or in course of construction are completely constructed and in operation and capable of transporting mineral traffic to the necessary extent that is to say—(1) a railway from Hyderabad to Warrangal (2) a continuation of the same railway from Warrangal to the southern frontier of the State of Hyderabad at or near Bezwada (3) a continuation of the first-named railway from Warangal to the northern frontier of the said State at or near Chanda —the Company shall at any time during the subsistence of the term hereby granted when called upon by the Government by notice in writing enter into an agreement with the owners or owner for the time being of the said railways whereby in consideration of such owners or owner agreeing to carry and transport over the said railways any coal minerals and other substances raised and gotten by the Company from the said demised mines and all other mines and workings for the time being worked by the Company throughout the territories of the Government at rates thirty per cent below the rates for the time being charged on such railways for the carriage and transport of other similar traffic the Company will agree to supply to such owners or owner for the purposes of the said railways so much coal as shall be *bonâ fide* required therefor at such price per ton not being less than thirty per cent. below the price per ton for the time being charged by the Company for similar coal to the ordinary public as shall be agreed upon between the Company and such owners or owner AND further that the Company will so long as proper and reasonable facilities shall be afforded by such owners or owner for the carriage and transport of all such coal minerals and other substances as aforesaid and so long as the said demised mines and other mines and workings aforesaid shall produce to the Company sufficient coal minerals and other substances for this purpose supply such owners or owner with mineral traffic sufficient at the rates so to be charged as aforesaid to produce Forty-five thousand pounds per annum.

45. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the rent royalties or assessment hereinbefore reserved or made payable shall be in arrear for three calendar months whether the same shall have been legally demanded or not or if and whenever the Company shall discontinue working for any twelve consecutive calendar months any of the demised mines upon which active mining operations and works shall at any time have been commenced by the Company and which shall not before the expiration of such period of twelve months as aforesaid from the discontinuance of working the same have been transferred or surrendered under the powers hereinbefore contained or if the Company shall be wound up or cease to exist or if and whenever there shall be a breach or non-observance of any of the covenants and conditions on the part of the Company herein contained and the Company shall fail to make pecuniary compensation to the satisfaction of the Government for such breach or non-observance it shall be lawful for the Government to re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine without prejudice nevertheless to the recovery of such of the rents royalties and assessments hereby reserved and made payable as

shall then be due or owing and without prejudice to any right of action or remedy which shall have accrued to the Government in respect of the breach or non-observance of any of such covenants and conditions as aforesaid AND such right of re-entry may be exercised by the Government notwithstanding the waiver by the Government of any prior forfeiture or forfeitures.

46. The Company paying the rent royalties and assessments hereby reserved and made payable at the times and in the manner hereinbefore appointed for payment thereof respectively and performing and observing all the covenants and conditions on the part of the Company herein contained may peaceably and quietly hold use occupy and enjoy the demised premises subject as hereinbefore expressed during the said term hereby granted without any interruption or disturbance by the Government or any person lawfully claiming any estate in the demised premises or any part thereof through or under the Government.

47. If the Company shall with the previous consent of the Government for that purpose first had and obtained assign the demised premises or any part thereof and shall at the Company's expense procure the assignee or assignees to execute and deliver to the Government a deed or deeds of covenant binding the assignee or assignees to perform and observe all the covenants and obligations and conditions on the part of the Company herein contained (or in the case of an assignment of part only of the said premises so far as such covenants obligations and conditions relate to such part) on the terms and conditions herein contained then the Company shall be discharged from all further liability to the Government under these presents or in the case of an assignment of part only of the demised premises from all liabilities in respect of the part so assigned AND such liabilities may be apportioned as may be agreed upon between the Company and the Government or in default of such agreement as may be determined by Arbitration under the Arbitration Clause hereinafter contained and the subsequent winding up of the Company or its ceasing to exist shall not give the Government any right of re-entry under Clause 45 hereof upon the demised premises or in the case of an assignment or assignments of part only of the said premises having been made upon the part or parts included in such assignment or assignments.

48. All notices to be given under or with reference to these presents or anything done or to be done thereunder shall be in writing and on the part of the Government shall be under the hand of one of the secretaries or other proper officer of the Government and shall be addressed and delivered to the Company's principal representative for the time being in the Government's territories or shall be left so addressed at the principal counting house of the Company on the demised premises and on the part of the Company shall be under the hand of such principal representative and shall be addressed and delivered to or left at the office of one of such secretaries or other proper officer.

49. If any dispute question difference or controversy shall arise between the Government and the Company concerning these presents or any clause

or thing herein contained or the construction thereof or the amount of compensation to be paid thereunder or any matter or thing to be done thereunder or in any way connected with these presents or the operation thereof or the rights duties or liabilities of either party under or in connection with these presents or in relation to any matter hereinbefore referred to arbitration under this clause then and in every or any such case or dispute the matter in difference shall be referred to a Board of Arbitration one member of which shall be appointed by the Government and the other by the Company AND the duty of the said Board shall be to inquire into and equitably adjust and determine the same and if the Board shall be unable to do so by reason of difference of opinion among the members thereof or for any other reason the matter in difference shall stand referred to an Umpire to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration or in case the Board shall not within six weeks after the dispute or difference shall have been referred to them have appointed the said Umpire the appointment of an Umpire may be made upon the application of either party by Her Majesty's Secretary of State for India and the decision of such Board or in the event of their not arriving at a decision as aforesaid the decision of such Umpire shall be final and binding upon both parties and no appeal shall lie therefrom AND upon every such reference the Board of Arbitration and Umpire shall respectively have power to examine witnesses upon oath or affirmation and to fix settle and determine the amount of the costs of and incidental to the reference and award respectively to be paid by both parties or by either party and to direct and award when and by whom such costs shall be paid In matters not otherwise herein provided for the provisions of the Arbitration Act One thousand eight hundred and eighty-nine and any Acts amending the same shall *mutatis mutandis* have effect in relation to every arbitration under these presents.

IN WITNESS whereof the said SIR ASMAN JAH BAHADUR, K.C.I.E., PRIME MINISTER TO HIS HIGHNESS the NIZAM, acting on behalf of the Government of His Highness the Nizam has hereunto affixed the Seal of State of His Highness' Government and the Company hath hereunto set its Common Seal and caused the hands of one of its Directors and its Secretary to be hereunto set the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO.

THE FIRST PART.

The Singareni Coal Field includes and comprises all the area containing any beds seams veins or deposits of coal lying and being under the land

delineated on the map marked A hereto annexed and thereon coloured red and any beds seams veins or deposits of coal which are parts or branches of or form a continuation or extension in any direction of the beds seams veins or deposits of coal lying and being under the said land whether such continuation or extension shall or shall not be interrupted by faults dislocations slips hitches heaves or troubles.

THE SECOND PART.

The piece of land coloured green on the map marked B annexed hereto in or upon which are the entrances to the inclines and pits now being worked by the Company the Company's railway stations officers' bungalows clerks' quarters coolie lines boiler and engine houses workshops stores and other buildings erections and works.

THE SECOND SCHEDULE ABOVE REFERRED TO.

There shall be paid by the Company to the Government on the First day of March One thousand eight hundred and ninety-four and on every subsequent First day of March in every year of the term by these presents granted (such term for the purposes of this Schedule and the payments to be made thereunder to commence as from the First day of January One thousand eight hundred and ninety-three) and also on the First day of March next after the expiration or other sooner determination of the said term royalties at the rates following that is to say:—

1. If the Company shall not in the then preceding year have won such a quantity of the coal by these presents demised as according to the royalties in the following Clauses of this Schedule specified will produce a clear yearly some of Thirty thousand Halli Sicca Rupees the Company shall pay to the Government such a sum as together with the said royalties actually payable will amount to the said sum of Thirty thousand Halli Sicca Rupees.

2. If the sales made by the Company of coal won from the mines by these presents demised shall not in the then preceding year have amounted to One hundred thousand tons the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate of eight annas Halli Sicca currency per ton.

3. If the sales made by the Company of coal won from the said demised mines and actually sold or disposed of by the Company shall in the then preceding year have amounted to or exceeded One hundred thousand tons the Company shall (subject to the provisions of the five next following Clauses) pay to the Government a royality on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for

every ton thereof of Twenty-two per cent. of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

4. PROVIDED ALWAYS that if the sales made by the Company of coal won from the said demised mines and actually sold or disposed of by the Company shall in the then preceding year have amounted to One hundred thousand tons and not have exceeded One hundred and fifty thousand tons AND if the selling price per ton of the coal won in the same year shall be Twenty-five per cent. less than the average selling price per ton of the coal won in the three years ending on the Thirty-first day of December One thousand eight hundred and ninety-two Then the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of Fifteen per cent. (instead of Twenty-two per cent. in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

5. PROVIDED ALWAYS FURTHER that if the sales made by the Company of coal so won and actually sold or disposed of as aforesaid shall in the then preceding year have exceeded One hundred and fifty thousand tons AND if the selling price per ton of the coal won in the same year shall be Twenty-five per cent. less than the average selling price per ton of the coal won in the three years ending on the Thirty-first day of December One thousand eight hundred and ninety-two THEN the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of Seventeen per cent. (instead of Twenty-two per cent. in Clause 3 of the Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

6. PROVIDED ALWAYS FURTHER that if the sales made by the Company of coal so won and actually sold or disposed of as aforesaid shall in the then preceding year have amounted to One hundred thousand tons and not have exceeded One hundred and fifty thousand tons AND if the selling price per ton of the coal won in the same year shall be Twenty-five per cent. higher than the average selling price per ton of the coal won in the three years ending on the Thirty-first day of December One thousand eight hundred and ninety-two THEN the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of Twenty-five per cent. (instead of Twenty-two per cent. in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

7. PROVDED ALWAYS FURTHER that if the sales made by the Company of coal so won and actually sold or disposed of as aforesaid shall in

the then preceding year have exceeded One hundred and fifty thousand tons AND if the selling price per ton of the coal won in the same year shall be twenty-five per cent. higher than the average selling price per ton of the coal won in the three years ending on the Thirty-first day of December One thousand eight hundred and ninety-two THEN the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of Thirty-four per cent. (instead of Twenty-two per cent. in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

8. PROVIDED ALWAYS FURTHER that notwithstanding anything contained in the preceding Clauses of this Schedule the royalty to be paid by the Company under these presents shall not in any case exceed one rupee Halli Sicca currency per ton.

9. The working cost aforesaid shall be deemed to be two rupees eleven annas eleven pies Halli Sicca currency per ton. And the selling price aforesaid shall be calculated and determined as on every First day of January by dividing the sums actually received by the Company during the then preceding year in respect of all the coal sold by the Company by the number of tons of coal won by the Company during the same period.

10. In calculating the sums actually received by the Company as in the Ninth Clause of this Schedule mentioned the Company shall be entitled to deduct from the sums actually received for any coal sold by the Company all sums (if any) which the Company shall actually pay to any agents brokers or others by way of commission or brokerage in respect of such sales.

11. In calculating the sums actually received by the Company as in the Ninth Clause of this Schedule mentioned the Company shall in respect of all coal sold by the Company elsewhere than at the pit's mouth be entitled to deduct from the sums actually received by the Company for such coal all expenses (if any) incurred by the Company for carriage or otherwise in relation to the delivery of such coal to the purchasers other than the expenses of winning the same AND ALSO shall in respect of all coals sold by the Company on credit or otherwise than for ready money be entitled to deduct from the sums actually received by the Company for such coal a sum equal to interest thereon during the period for which credit is given to the purchaser at the rate of one per cent. above the average current rate of discount charged during the same period by the Bank of Bombay upon first-class bills of exchange.

12. In calculating the sums actually received as in the Ninth Clause of this Schedule mentioned the Company shall in respect of all coal sold by the Company in a manufactured form (whether as coke patent or compressed fuel or otherwise than in its raw state) be entitled to deduct from the sums actually received by the Company for such manufactured coal a sum equivalent to the actual cost of manufacturing such coal into the from

in which it is actually sold together with a sum equivalent to Ten per cent of the sums actually received by the Company for such manufactured coal

13. In respect of all mineral and other substances by these presents demised other than coal the Company shall pay to the Government one-fifteenth part of the net proceeds of any and all sales made by the Company during the then preceding year of all such mineral and other substances.

14. In this Schedule "ton" means "British ton" "won" means "raised to the surface" and "the then preceding year" means "the year ending on the then last preceding Thirty-first day of December for the time being."

(*Lease executed*).

Witness.

(Sd.) F. PRIDEAUX,
Asstt. Resident, Hyderabad,
12th September 1893.

(Sd.) ASMAN JAH,
Prime Minister to His Highness the Nizam.

(*Counterpart executed*).

The Common Seal of the Hyderabad Deccan Company Limited was hereunto set, in the presence of—

The Hyderabad Deccan Company Limited, 1886.

(Sd.) G. H. M. BATTEN,
Director.

(Sd.) L. L. HALL,
Secretary.

APPENDIX No. V.—*Page 14.*

THE GOVERNMENT OF HIS HIGHNESS THE NIZAM

TO

THE HYDERABAD (DECCAN) COMPANY LIMITED.

LEASE OF THE RAICHORE DOAB GOLD FIELD.

This Indenture, made the Tenth day of December, 1894, BETWEEN NAWAB SECUNDER JUNG IKBAL-UD-DAULA IKTIDAR-UL-MULK, VIKAR-UL-UMARA BAHADUR, Prime Minister to His Highness the Nizam, acting on behalf of THE GOVERNMENT OF HIS HIGHNESS THE NIZAM, hereinafter called "the Government" (which expression shall include the Nizam and his successors, and the Government for the time being of the Nizam and his successors), of the one part, and THE HYDERABAD (DECCAN) COMPANY, LIMITED, hereinafter called the Company (which expression shall include the Company, its successors and licensed assigns), of the other part; witnesseth as follows:—

1. In consideration of the rents and royalties hereinafter reserved, and of the covenants by the Company hereinafter contained, the Government do hereby demise and grant unto the Company:— First. All and Singular the mines, beds, seams, veins and deposits of gold, silver, and all other minerals or valuable substances comprised in and under the lands forming part of the Raichore Gold Field as the same are more particularly described in the first part of the First Schedule hereto; and secondly, all and singular the surface lands described in the second part of the said First Schedule hereto; all which premises hereinbefore expressed to be hereby demised are hereinafter referred to as the demised premises: To hold the demised premises firstly and secondly hereinbefore described unto the Company for the term of ninety-nine years from the 1st day of January, 1886, and subject to the terms and conditions hereinafter expressed.

2. The granting of this Lease of the mines and other things in and under the lands described in the first part of the First Schedule hereto shall be without prejudice to the right of the Company to apply for a separate Lease or Leases of the mines, beds, seams, veins and deposits of gold, silver and all other minerals or valuable substances comprised in and under the lands situate in Koopal, being the jagir of the late Sir Salar Jung, which are referred to in the application of the Chairman of the Company on behalf of the Company to the Government, dated 4th December, 1891, and in and under the land situate in the jagir of the Raja of Gudwal, referred to in the same application, and in and under the lands

situate in the Yadgerry Taluka of the Paigah, that is to say, on the north-east bank of the Beemah river, which are referred to in the application made by Mr. H. C. Burder on behalf of the Company to the Government, dated the 2nd December 1891, which lands are omitted at the request of the Government from those described in the said first part of the First Schedule hereto. And it is hereby agreed that the Lease or Leases of such omitted lands or any of them, if and when granted, shall be upon the same terms add conditions in all respects, and with the same provisions as to surface lands as are contained in these presents, with the necessary alterations to adapt them to the omitted lands comprised in such Lease or Leases so to be granted.

3. If, at any time during the continuance of the term hereby granted, the development and working of the mines and minerals hereby demised shall, in the opinion of the Company, render it necessary or expedient that the Company should acquire any other surface lands, in addition to those described in the second part of the First Schedule and hereinbefore expressed to be hereby demised, for spoil banks for depositing the output from the mines hereby demised, or for constructing buildings, roads, railways, tramways, waterways, tanks, reservoirs, shafts, inclines, or other works necessary for or properly incident to the better development and working or treating of the said demised mines and minerals, or any houses, buildings or erections which would or might be injured by the subterraneous workings of the Company, the Company shall from time to time give notice to the Government of the quantity, position and boundaries of the land, houses, buildings and erections so required, and of the purposes for which the same are required.

4. Upon receipt of any such notice as last mentioned (hereinafter called the notice), the Government, as to any lands included in the notice, and which, in case of any dispute shall under Clause 7 hereof be held to be necessary or expedient as aforesaid, and being in the possession or under the actual and immediate control of the Government, and not for the time being used or required for any public purpose, shall forthwith give possession and grant a lease of the same to the Company, as from the date of the notice, for all the residue of the term hereby granted, upon the terms and conditions upon which the lands described in the Second Part of the First Schedule hereto are hereby demised; all the costs and expenses of and incident to every such lease shall be paid by the Company, but no fine or premium shall be payable to the Government in respect of such lease.

5. Upon receipt of the notice, the Government, as to any lands, houses, buildings or erections included in the notice which are Jagir property or are not in the possession or under the actual and immediate control of the Government, shall (unless within two calendar months from receipt of the notice the Government shall give to the Company a counter-notice, hereinafter called the counter-notice, that they deem it inexpedient, on grounds either of public or of private policy, that the Company should acquire such lands, houses, buildings or erections, or any part thereof), forthwith, at the expense and cost of the Company, proceed to take all necessary and proper

steps, and make all necessary arrangements, for the expropriation of all tenants and occupiers of, and all other persons claiming any right, title or interest to or in, such lands, houses, buildings and erections with a view to giving, and shall give possession to the Company, as soon as possible, of so much of the lands, houses, buildings and erections included in the notice as shall not be included in the counter-notice, and shall, upon giving such possession to the Company, at the cost and expense of the Company, but without charging any fine or premium therefor, grant a lease of the same lands, houses, buildings and erections to the Company, as from the date of the notice, for all the residue then to come of the term hereby granted, upon the terms and conditions upon which the lands described in the Second Part of the First Schedule hereto are hereby demised.

6. The Company shall be liable for, and shall forthwith pay to the Government, all sums which the Government may be liable to pay, and shall actually pay, by way of compensation for disturbance or otherwise, in respect of the expropriation of such tenants, occupiers and persons as in the last preceding clause mentioned: And the Government shall not be bound to grant any lease of the lands included in the notice until all such sums as aforesaid shall have been fully paid and discharged by the Company.

7. If any dispute, question or difference shall at any time arise as to the quantity or position of the lands included in any such notice as aforesaid, or whether it is necessary or expedient that the Company should acquire such lands, houses, buildings and erections, or any part of them, or as to the purposes for which such lands are required, or otherwise as to the validity of and rights of the Company under the notice, or as to the validity of the counter-notice, or the grounds of inexpediency therein stated, or as to the amount of compensation to be paid by the Company under the last preceding clause hereof, such dispute, question or difference shall be settled by arbitration, under the Arbitration Clause hereinafter contained.

8. No part of the lands to be acquired by the Company, in pursuance of any such notice as in Clause 3 hereof mentioned, shall be taken for any other purposes than those mentioned in that clause, and the getting and carrying away the minerals and other substances hereby demised unless the Government shall in writing previously consent thereto. Provided always that, notwithstanding anything in these presents contained, no smelting or manufacturing operations shall be carried on upon the demised premises of any metals or metalliferous substances, except gold and gold ores, without the previous consent in writing of the Government, which consent shall not be unreasonably withheld.

9. The Government will forthwith evacuate and give vacant possession to the Company of all and every part of the lands secondly hereinbefore expressed to be hereby demised which are in the possession or under the immediate control of the Government, and also will forthwith take all necessary and proper steps and proceedings at the cost of the Company for the purpose of expropriating from every part of the said lands not in the possession or under the immediate control of the Government, all tenants and occupiers thereof, and all persons claiming any right or title thereto, and

forthwith giving, and will, as soon as practicable, give vacant possession of all the said lands to the Company. The Company shall be liable for and shall forthwith pay to the Government all sums which the Government may be liable to pay, and shall actually pay by way of compensation for disturbance or otherwise in respect of such expropriation to such tenants, occupiers and persons as aforesaid. Provided always, that the Company shall not be liable to pay to the Government any compensation in respect of any lands evacuated by the Government or any compensation which may be paid by the Government for disturbance or otherwise in respect of the expropriation from any of the said lands of any tenants or occupiers or other persons claiming under the Government by virtue of any grant, lease, agreement or other document, or otherwise howsoever since the 7th day of January, 1886, other than for the unexhausted value of any wells, tanks, or irrigation works made by the actual occupiers of the lands for agricultural purposes.

10. Without prejudice to clauses 6 and 9 hereof, the mines and minerals hereby demised are demised, and the rights and privileges of working the same hereby granted are granted, subject to the rights, estates and interests of all owners, tenants and occupiers of, and all persons claiming any right, title or interest to or in the surface lands over and upon the said demised mines and minerals other than the surface lands described in the Second Part of the First Schedule hereto : And the Company will, at all times during the said term, compensate all such owners, tenants, occupiers and persons as aforesaid, for any injury or damage which may be caused to them by the workings on the part of the Company of the said demised mines and minerals, and will at all times keep the Government fully indemnified against all claims, demands, actions and proceedings by any of such owners, tenants, occupiers and persons as aforesaid in respect of any such injury or damage.

11. The Company shall have liberty to search for, sink, drive, free from water, ventilate and work the mines, and to search for, win, get, convert, manufacture, carry away, sell and dispose of the minerals and mineral and other substances hereby demised ; and for all or any of the purposes aforesaid, the Company (subject to the proviso at the end of Clause 8) shall have liberty, in, upon, or under, any part of the demised premises, and either permanently or temporarily, to sink, erect, make, maintain and use any pits, shafts, inclines, adits, levels and other openings, spoilbanks, engine houses, store houses, refineries, workshops, forges, dwelling houses or other buildings, coke-ovens, charcoal works, stoves, kilns, crushing and amalgamating mills, washing houses, lixiviating and concentrating structures, refineries, calcining, assaying and other furnances, compressed fuel works, and in, upon or under any of the demised premises and upon any adjoining or neighbouring lands, any roads, bridges, railways, sidings and junctions (but, as to railways, sidings and junctions, not so as to conflict with the rights of His Highness the Nizam's Guaranteed State Railway Company, or any other Railway Company), tramways, telegraphs, telephones, electric cables and other power transmitting

appliances, reservoirs, watercourses, fences, drains, cuts, canals, aqueducts, basings, wharfs, cuttings, embankments, towing-paths, and in, upon or under any of the demised premises, any engines and other machinery, plant and appliances, and to land, deposit, bank, make into coke, burn, extract, refine, convert, treat and manufacture the produce of the said mines and minerals hereby demised, and to construct, make, maintain and do all other works and things which may be necessary or expedient, and to use (without paying any royalty therefor), as materials for any buildings, railways, tramways, or other works hereby authorised to be erected or constructed by the Company in connection with the said mines, any stone, lime, slate, brick-earth, clay, gravel, sand, or other materials or substances which shall be gotten or won by the Company in the course of sinking, searching, boring, or otherwise exploring or excavating for the mines and minerals hereby demised. And the Company shall also have liberty for the purpose of searching for minerals by means of boring to enter upon and use any adjoining or neighbouring lands which on the 7th day of January, 1886, were or hereafter during the continuance of the term hereby granted shall be in the actual possession or under the immediate control of the Government without making or paying any compensation to the Government therefor. And also any adjoining or neighbouring lands which were not on the 7th day of January, 1886, and shall not for the time being be in the actual possession or under the immediate control of the Government upon making such arrangements as to compensation and otherwise with the owners, occupiers and tenants thereof as may from time to time be agreed upon by and between the Company and such owners, occupiers and tenants respectively. And the Company shall have free ingress and egress so far and in such directions as may be necessary or convenient for the proper working of the said mines and minerals, for all persons and things authorised by the Company in that behalf, to and from the said mines and works, with locomotive engines, animals, waggons, trucks, carts, barges and boats, or otherwise, howsoever. And may also cut, use or otherwise dispose of any trees, timber and underwood growing or being on any part of the surface lands for the time being demised to the Company. The Company shall not make any payment in respect of any of the matters, things of works by this clause authorized to be done or constructed other than the rents and royalties reserved by these presents. Provided always, that the Company shall not, by or in the exercise of any of the rights and liberties aforesaid, let down or cause to subside the surface of any land not for the time being actually demised to the Company, other than land which was on the 7th day of January, 1886, or shall hereafter during the continuance of the term hereby granted, be in the actual possession or under the immediate control of the Government (any of which last-mentioned lands the Company may let down or cause to subside without making or paying compensation to the Government therefor) without making such arrangements as to compensation and otherwise with the owners, occupiers and tenants for the time being of the lands so let down or caused to subside as may, from time to time, be agreed upon by and between the Company and such owners, occupiers and tenants respectively.

And provided always further that the Company shall not, save as herein expressly mentioned, exercise all or any of the rights and liberties in this clause mentioned, other than the right of ingress and egress aforesaid, over the surface of any lands other than those which are described in the Second Part of the First Schedule hereto, and secondly hereinbefore expressed to be hereby demised, and those which may be hereafter acquired by and leased to the Company under the provisions hereinbefore contained.

12. The Company shall have liberty, in or upon the surface of all or any of the demised premises to drive, make, erect, maintain and use any levels, drifts, tunnels, airways, inclined planes, railways, tramways, roads, drains, steam engines, pumps and underground works whatsoever, which the Company shall consider necessary or convenient, and may use all underground springs and streams of water in such manner and for such purposes as they may think fit.

13. The Company shall have the right of searching, boring, sinking and exploring for gold, silver and all other minerals or valuable substances in any part of the underground area described in the first part of the First Schedule hereto, leased or demised by these presents, without making any payment to the Government in respect thereof, and without being obliged to obtain a lease of the surface of those places on or in which the boring, sinking and exploring operations may be from time to time carried on under the aforesaid power; but the Company will at all times during the said term compensate the owners, tenants and occupiers of such places for any injury or damage which they may suffer by reason of the said boring, sinking and exploring operations, and will at all times keep the Government fully indemnified against all claims, demands, actions and proceedings by any of such owners, tenants and occupiers as aforesaid in respect of any injury or damage whatsoever.

14. The Company shall be at liberty, with the consent of the Government, to use all springs, rivers and rivulets in and throughout the territories of and belonging to the Government, and to abstract therefrom by means of pipes, conduits or watercourses any water which the Company may consider necessary or expedient either for the supply and sanitary needs of the persons employed by them in connection with the mines hereby demised or for working any engines, machinery or plant used in connection with or for the purposes of the Company's mining or other operations. Provided always that the Company shall not, except as aforesaid, divert or alter the natural channel and course of any such river or rivulet or throw any spoil, rubbish or refuse into any such spring, river or rivulet.

15. The Company shall be at liberty, with the consent of the Government, to use all ways, watercourses, rivers and rivulets in and throughout the territories of, and belonging to, the Government for the purpose of their mining operations, either for carrying stores and materials to, or for carrying minerals, produce and materials away from the demised premises.

16. The Company shall during the subsistence of the term hereby granted keep and maintain in good repair all roads which shall be made and constructed and for the time being in use by them under the liberties and powers hereinbefore given to the Company and shall, at the expiration or sooner determination of the said term, break up, clear, and, in the case of agricultural land, restore fit for agricultural purposes the sites of any such roads and any such railways, sidings or tramways which shall have been so made or constructed as aforesaid as the Government shall not, by notice in writing to be delivered to the Company within three calendar months of such expiration or sooner determination, require to be left. Provided always, that upon any transfer or surrender under Clause 20 hereof the Company may, in lieu of any further obligation under this clause to repair the same, break up, clear and, in the case of agricultural land, restore fit for agricultural purposes the sites of any such roads, railways, sidings or tramways as aforesaid which by reason of such transfer or surrender shall have become useless or unnecessary to the Company, and which the Government shall not, by notice in writing to be delivered to the Company within three calendar months from such transfer or surrender, require to be left; and thereupon all further liability to repair such roads shall cease and determine.

17. There are hereby reserved to the Government, during the said term hereby granted, by way of rent, for all the premises hereby demised and hereafter to be demised under the provisions hereinbefore contained, the royalties specified in the Second Schedule hereto, calculated and payable as from the date and at the times and in the manner therein expressed, and, except as hereinafter by Clause 20 provided, and except the land assessment payable for the surface land under Clause 18, no further rent or royalty shall be payable by the Company to the Government in respect of any of the premises hereby demised or hereafter to be demised as aforesaid.

18. The Company will, in every year, on or before the day or days for the time being fixed by the Government for payment thereof, during the term hereby granted, pay to the Government, in respect of all surface land described in the Second part of the First Schedule hereto, and also in respect of all surface land which may under the provisions hereinbefore contained, be acquired by, and demised to, the Company, except such parts thereof respectively as shall for the time being have been surrendered, land assessment at the following rates, that is to say, in respect of the surface land described in the second part of the First Schedule hereto, the present rate of land assessment for those lands with the addition thereto of half the amount thereof, which land assessment so fixed shall remain unchanged during the whole duration of the term hereby granted: and in respect of all surface land which may under the provisions hereinbefore contained be hereafter acquired by and demised to the Company, at the option of the Company to be declared at the time of applying for the lease thereof, either a permanent land assessment to be determined in the same way as for the surface land demised by these presents or the ordinary rate

of agricultural land assessment as fixed from time to time for agricultural (including waste and grazing) land of the same character in the surrounding district by the Government Settlement and Survey Department.

19. The Company will, during the said term, pay to the Government the royalties' specified in the Second Schedule hereto on the day therein prescribed for payment thereof.

20. The minimum royalty or deed rent payable in respect of the underground area described in the first part of the First Schedule hereto shall be payable on the day or days for the time being appointed by the Government for the payment of the land assessment of the neighbourhood, and shall, subject to the provisions hereinafter contained, be as follows :—

Down to the end of the first five years computed from the date of these presents, nothing.

From the 6th to 10th years inclusive, computed as aforesaid— 40 Hali Sicca rupees per square mile per annum.

Do.	11th to 15th	50	do.
Do.	16th to 20th	60	do.
Do.	21st to 25th	70	do.
Do.	26th to 30th	80	do.

The last mentioned rate of 80 Hali Sicca rupees per square mile shall be the maximum rate payable annually in respect of the said minimum royalty or dead rent during the continuance of this demise ; and, for the purpose of calculating the said minimum royalty or dead rent to be paid as aforesaid, and for the other purposes hereinafter appearing, the Company shall, before the expiration of the first five years above referred to, divide the area of the said premises described in the first part of the first schedule hereto, by deed poll executed by them or their attorney thereto duly authorised and delivered to the Government, into sections of any size or shape, the Company may determine, but so that no one section shall be of a greater superficial area than 25 square miles or thereabouts. Provided always that no such minimum royalty or dead rent as aforesaid shall be payable by the Company in respect of any section or sections, if and so long as *bonâ fide* work for gold, silver and other minerals or valuable substances is being carried on by the Company thereon, or any part thereof, any difference between the parties on the question whether any such *bonâ fide* work is being so carried on to be decided by arbitration under Clause 46 hereof. Provided further that the Company shall be entitled to credit against any royalties that may become payable in respect of any section or sections worked by them, all sums previously paid in respect of such section or sections as minimum royalty or dead rent during any part of the preceding 30 years, when such section or sections was or were not being worked by them, but such period shall not extend at any time beyond 30 years before the time when the royalties shall have become payable, and for the purpose of this clause each section shall be

treated as being the subject of a separate demise. Provided further that the Company shall be at liberty at any time, upon giving three calendar months' notice to the Government in that behalf, to surrender any one or more section or sections, or fractions of sections of the aforesaid area to the Government, or of the surface land demised to the Company (so that the section or tract of surface land so surrendered be not less than an integral Survey number shewn in the Revenue Survey village map of His Highness the Nizam's dominions), and shall forthwith be entitled, as the case may be, to a discharge of or a *pro ratâ* reduction in the amount of the minimum royalty or dead rent and land assessment thenceforth payable in respect of any section of surface land which or a part of which shall have been so surrendered. And upon the expiration of any such notice and provided the Company shall upon such expiration pay all rents, royalties and other monies which may then be due and payable under these presents to the Government in respect of the section or tract of surface land so surrendered, this present lease and the liberties, licenses and powers hereby granted (subject, nevertheless, to the rights of the Company, under clause 36 hereof), and all future liability of the Company, shall cease and determine, so far as regards the part of the said premises so surrendered, but without prejudice to any right of action or remedy which, shall have accrued to the Government in respect of any breach of the covenants and provisions as to the part so surrendered, and also without prejudice to the covenants and provisions herein contained, and to the rights and liabilities of the Company and the Government respectively hereunder in respect of all such parts of the said premises as shall not have been surrendered; and the Company shall thereupon grant to the Government all such powers, easements and rights consistent with the efficient and convenient working and development by the Company of the premises not surrendered as may be necessary or expedient for efficiently and conveniently working and developing the premises so surrendered.

21. The Company will maintain in good order and repair, to the satisfaction of the Government, all buildings, plant, machinery and works, erected, constructed or used by the Company, during the subsistence of the said term (if and so long as the same are serviceable for the purposes of the undertaking) except such buildings, plant, machinery and works as shall have been erected, constructed or used exclusively for the purposes of, or in connection with any part of the mines hereby demised, which shall have been worked out or become incapable of being worked at a profit, or which shall have been surrendered under the provisions of clause 20 hereof. Provided always that the provisions of this clause shall be subject and without prejudice to the rights conferred upon the Company by clause 37 hereof.

22. The Company shall not at any time during the subsistence of the said term keep any armed retainers. If any further or other protection than is afforded by the special police to be provided and maintained as in clause 38 hereof mentioned shall at any time be required by the Company the Government shall forthwith upon application being made by or on behalf

of the Company supply at the cost of the Government all such further and other protection as may be necessary.

23. Neither the Company, nor any of its servants other than natives of India, shall have, and such servants being natives of India shall not by the permission or sufferance of the Company have during the subsistence of the said term, any monetary transactions with the Government, or with the Nobles, Jagirdars, Jemadars, Zamindars, or with any of the officials of the Hyderabad State, other than except such monetary transactions as are provided for by or are incidental to these presents, or the sale of the gold, or any other minerals obtained under or by virtue of these presents.

24. The Company shall not assign, underlet or part with the possession of the demised premises or any part thereof, without the consent in writing of the Government for that purpose first had and obtained, which consent the Government hereby agrees shall not be unreasonably withheld.

25. The Company will, hereafter during the subsistence of the term hereby granted, in the best and most effectual manner, and to the utmost, and on the most approved principles, and with due provision for drainage and ventilation of mines, and for the security of life and the maintenance of the value of the property, work, win, get and raise such of the mines, minerals and substances hereby demised as they may, for the time being in their discretion, decide upon working, so far as is consistent with the provisions of clause 26 hereof: and will at all times during the said term fairly and diligently use their best endeavours to work, win, get and raise the same, and to sell and dispose of the same to the best advantage of both parties. Provided always, and it is hereby expressly agreed, that it shall be in the absolute discretion of the Company to decide upon which and how many of the said sections active mining operations shall be carried on from time to time.

26. The Company shall not permit or suffer any subterraneous or other excavations, except roads and ways properly supported, to be made under any dwelling house or building erected before the date of these presents, which shall not for the time being be in the possession or occupation of the Company, or within such distance from any such dwelling house or building as shall in each case so from time to time be fixed by the Government mining engineer for the time being, or any works or operations whatever which shall be reasonably calculated or likely to structurally damage any such dwelling house or building. Provided always, that this clause shall not apply to cases where the Company shall be ready and willing to take such dwelling house or building at a fair valuation, to be determined, if necessary, by valuation under the arbitration clause hereinafter contained.

27. The Company shall not without the previous consent in writing of the Government for that purpose first had and obtained, remove or suffer to be removed from the premises for the time being in the possession of the Company or any part thereof, any minerals or other substances raised or gotten from the mines hereby demised for the purpose of sale or otherwise, or use or convert for any purpose, or consume any such minerals or other

substances until the particulars thereof have been duly entered and recorded in the Company's books for the purpose of ascertaining the amount of the royalties payable in respect of such minerals and other substances.

28. The Company will, at its own expense, during the said term, erect and continue at the place or each of the places where any gold, silver, and all other minerals or valuable substances to be gotten during the said term out of the mines hereby demised shall be raised or brought to the surface, extracted from the ore or refined, one or more machine house or houses, and keep the same in good repair, and set up and continue a weighing machine or machines with proper standard weights of His Highness's State or such other weights as may be necessary or convenient in the machine house or houses so to be erected; and will at all reasonable times permit any officers and workmen appointed by the Government in that behalf to have free access to such machines and weights, and make use of, prove and regulate the same, and will keep the same in good repair, and at the like expense provide proper persons to superintend the same; and will cause all the gold silver and all other minerals or valuable substances which shall be gotten from the demised premises (whether the same shall be taken away and sold or disposed of, or otherwise used or consumed), to be duly weighed, and will cause the weights of all such gold, silver, and all other minerals or valuable substances, distinguishing each of the same and the different classes and qualities of each, to be from time to time entered in proper books of account to be provided for that purpose by the Company, and to be kept at the office where such gold, silver, and all other minerals or valuable substances shall be raised, brought to the surface, extracted from ore or refined; and will not remove, consume or dispose of any gold, silver, or other minerals or valuable substances until so weighed and entered; and will permit any persons from time to time appointed in that behalf by the Government, at all reasonable times, to have free access to the said machine house or machine houses and office, and to inspect, cast up and examine the said books, entries and accounts, and take extracts or copies of the same: and will permit any persons from time to time appointed in that behalf by the Government to be present when the said gold, silver, and all other minerals or valuable substances shall be weighed, and also from time to time, as often as such persons shall think proper, to weigh and take account of all such gold, silver, and all other minerals or valuable substances and for that purpose to have the use of the said machines, and also the help and assistance of any of the servants or workmen there employed, and the use of the horses, waggons, trucks, carts and other carriages, ropes, tackle and other implements and other machinery employed in and about any of the Company's premises, without making any compensation for the same, but not unreasonably hindering the servants or workmen of the Company.

29. The Company will, on the last day of every third calendar month during the continuance of the said term, settle and make up full, true and particular accounts of all gold, silver and all other minerals or valuable sub-

stances gotten and raised from the mines hereby demised, and of all sales thereof respectively, with dates, names, weights, prices and all such particulars as the Government shall from time to time require.

30. All accounts necessary for ascertaining the rents and royalties payable hereunder shall be kept in such a form as the Government shall from time to time prescribe and in local currency, and a true statement of all such accounts shall be submitted yearly by the Company to the Government, and all local account shall be kept in local currency.

31. In case any of the following classes of minerals and substances shall be raised and gotten from the premises first hereinbefore expressed to be hereby demised, the Company shall keep or cause to be kept separate accounts in respect of each of them, that is to say :—

(*a*) Gold and silver ; (*b*) iron ore and stone (of which each separate quality is to be in a separate class as if separately here specified) ; (*c*) precious stones ; (*d*) mineral oils ; (*e*) alum ; (*f*) pottery earth ; (*g*) fire clay ; (*h*) limestone ; (*i*) coal and all clays, metals, minerals and mineral substances hereby demised (each to be separately classified).

32. The Company will, at all times during the said term, keep and will on the 1st day of March in each year of the said term if required, deliver to the Government true and correct plans, and sections made and corrected up to the end of the last preceding year of the mines hereby demised, and of all the workings thereof and of all seams, veins or lodes which shall have been discovered therein, upon which plans and sections the extent, position and actual condition of the Company's works shall be actually set forth and delineated. Such sections shall be made to the scale of 20 feet to an inch, and the plan of the workings to the scale of 100 feet to an inch, and such sections and plan shall be kept at the counting house of the Company on the demised premises.

33 All such plans and sections as in the last preceding clause mentioned and all books, accounts, documents, vouchers and papers relating to any operations under this lease, so far as the Government are interested therein respectively under these presents, and also all the mines and works of the Company, shall at all reasonable times be open to the inspection of any person or persons duly authorised from time to time in that behalf by the Government, but not exceeding a reasonable number of persons at any one time, and free access, and all reasonable facilities for inspecting and taking copies of, or extracts from, such plans, sections, books, accounts, documents, vouchers and papers, and for inspecting, measuring and testing such mines and works, and all information in connection therewith which shall be required by such person or persons, shall be afforded to such person or persons by the Company, their agents, servants and workmen : provided always, that the exercise of all or any of the rights by this clause given to the Government shall be conducted at reasonable hours in the day time, and in such a manner as shall not interfere more than is reasonably necessary with the operations and works of the Company.

34. The accounts, so far as the Government are interested therein under these presents, may be audited half-yearly by any duly authorised

agent or agents for the time being of the Government, and such agent or agents shall for that purpose have power to call for all such books, accounts, documents, vouchers, plans and sections as he or they may *bond fide* think necessary for the verification or elucidation of such accounts.

35. The Company will from time to time and at all times during the term hereby granted properly and securely fence off and keep fenced off from the adjoining lands, by means of a substantial post and rail fence at least 4 feet in height or some other fence sufficient to protect the public, or their cattle, sheep, or other animals, from straying into the same, all pits, shafts, machinery, railways, sidings, tramways and other works used by the Company in connection with the said demised mines ; and will, within six calendar months next after any pit or shaft shall have been permanently disused cover the same with a good and substantial arch of brick work or masonry to the satisfaction of the Government or their mining engineer, and will, within six calendar months next after the 1st day of January in every year, either fill up, stop and level such parts of the surface lands for the time being in the possession or occupation of the Company as shall no longer be required by the Company (except such parts thereof as the Government may, by notice in writing, require not to be filled up stopped or levelled), or make due compensation to all persons, other than the Government, affected by the failure or omission of the Company to fill up, stop or level the same, and will cause the whole of the surface lands, which may at any time during the said term have been used or occupied by the Company, to be filled up, stopped or levelled within six calendar months next after the end or sooner determination of the said term (except such parts of the said lands as the Government may, by notice in writing, delivered prior to such end or other sooner determination, require not to be filled up, stopped or levelled), and will within the same six calendar months either reinstate or restore such part of the lands so to be filled up, stopped or levelled, as were prior to the Company's use or occupation of the same cultivated or used for pasture to a state fit for cultivation or pasture respectively, or make due compensation to all persons other than the Government affected by the failure or omission of the Company so to reinstate and restore the same.

36 At the expiration or sooner determination of the term hereby granted, the Company will deliver up to the Government all the demised premises and all premises which may hereafter be demised to the Company under the provisions hereinbefore contained, together with all erections and buildings then standing and being thereon or on any part thereof, and all fixed machinery and fixtures (except such as are hereinafter authorised to be removed or disposed of by the Company), in good and substantial repair and working order, and in all respects in such state and condition as shall be consistent with the due performance and observance of the covenants herein contained (except so far as shall be otherwise agreed upon between the Company and the Government), and as shall also be consistent with all agreements between the Company and the Government.

37. The Company shall not during the last year of the said term, or at or after the expiration or sooner determination thereof, without the license in writing of the Government for that purpose first had and obtained, take down or remove any buildings or erections fixed, machinery or fixtures standing or being on any part of the demised premises or any premises which may hereafter be demised to the Company under the provisions hereinbefore contained. And shall not during any part of the said term, without such license as aforesaid, take down or remove any such buildings, erections, fixed machinery or fixtures as aforesaid, unless and except so far as the same shall have ceased to be serviceable for the purposes of the undertaking, or except for the purpose of replacing the same respectively by other buildings, erections, fixed machinery, or fixtures, or equal or superior utility. Provided always that it shall be lawful for the Company, at or within six calendar months after the expiration or sooner determination of the said term, or after any surrender of part of the said premises under clause 20 hereof, to sell, by auction or private contract, and either on or off the said premises, and to remove all engines, machinery, rails, sleepers, ropes, plant and materials belonging to the Company, and used in or about the said premises, or the part of the said premises so transferred and surrendered respectively, the Company first offering to the Government the option (which if not accepted by the Government within three calendar months after being offered shall be deemed to have been refused) of purchasing all or any part of the said engines, machinery, rails, sleepers, ropes, plant and materials, as the same shall stand and be in, upon and about the said premises, at such a price as shall be agreed upon between the Company and the Government, and, in default of such agreement, at such a price as shall be fixed by arbitrators under the Arbitration Clause hereinafter contained. And the Company shall not remove or sell to any other person any of the said engines, machinery, rails, sleepers, ropes, plant and materials, which the Government shall desire to buy at such price as aforesaid, unless the Government shall fail to complete the purchase of the same within six calendar months after such option shall have been offered to them.

38. A special police shall, if required by the Company, be appointed by the Government to enforce order between the servants of the Company, while engaged in any operations connected with this lease, and the subjects of the Government; and the cost of such police force shall be borne in the following proportions, that is to say, three-tenths by the Government, and seven-tenths by the Company. Such police force shall be placed and shall at all times be and remain under the orders of an officer of the Government of India, to be from time to time appointed by the British Resident at Hyderabad, so long as the Government of India shall assent to such arrangement.

39. All machinery, plant, and utensils, and other stores and supplies required for mining purposes, ordered or required by the Company for the purpose of executing any works, either temporary or permanent, or carrying on the works and operations incident to or in connection with this lease,

shall be admitted into and carried through the territories of the Government free of all fiscal charges, and duties whatever for the time being payable either to the Government, or to any local authorities or other person claiming under the Government by virtue of any title accrued subsequently to the 7th day of January, 1885. And all gold, silver and other minerals or valuable substances shall be carried through and exported out of the same territories free of all such fiscal charges and duties. And if at any time hereafter any such fiscal charges or duties as aforesaid are imposed upon the carriage import or export of any of the articles or things aforesaid, the rents and royalties by these presents reserved shall be accepted by the Government in satisfaction and discharge of all such charges and duties. It being the true intent and meaning of these presents that the rents and royalties hereby reserved shall be in full satisfaction and discharge of all fiscal charges and duties now or hereafter chargeable or imposed under the law of the dominions of the Government for the time being in force, or in respect of all or any part of the mines, minerals, and other substances hereby demised and raised or gotten from the demised premises or any part thereof, or on the Company in respect thereof except the rate of agricultural land assessment usually payable in respect of similar lands in the dominions of the Government.

40. If at any time hereafter, during the continuance of the term hereby granted, the rates charged by any State Railway guaranteed by the Government for the freight of any such minerals or mineral substances as are hereby demised, whether in their raw state or manufactured, shall, by agreement between the Government and such Railway, be raised or altered, so as to exceed the rates at the date of these presents charged by the Great Indian Peninsula Railway for similar freight, then and so often as the same shall happen, it shall be lawful for the Company to refer, under the Arbitration Clause hereinafter contained, the question whether any and if any what modification, diminution, or alteration ought to be made in the royalties hereby reserved, by reason of such raising or alteration of the rates as aforesaid.

41. Provided always, and these presents are upon this express condition, that if and whenever any part of the rent, royalties or assessment hereinbefore reserved or made payable shall be in arrear for three calendar months, whether the same shall have been legally demanded or not, or if the Company shall be wound up, or cease to exist, or if and whenever there shall be a breach or non-observance of any of the covenants and conditions on the part of the Company herein contained, and the Company shall fail to make pecuniary compensation to the satisfaction of the Government for such breach or non-observance, it shall be lawful for the Government to re-enter upon any part of the demised premises in the name of the whole, and thereupon the term hereby granted shall absolutely cease and determine, without prejudice, nevertheless, to the recovery of such of the rents, royalties and assessments hereby reserved and made payable as shall then be due or owing, and without prejudice to any right of action or remedy which shall have accrued to the Government in respect of the breach or non-observance

of any of such covenants and conditions as aforesaid; and such right of re-entry may be exercised by the Government notwithstanding the waiver by the Government of any prior forfeiture or forfeitures. Provided further and it is hereby expressly agreed that for the purposes of this clause each section made in pursuance of clause 20 shall be treated as being the subject of a separate demise, and the power of entry hereinbefore contained shall be exerciseable only, whether for non-payment of rent or otherwise, upon the section or sections in respect of which a breach has been committed.

42. The Company paying the rent, royalties and assessments hereby reserved and made payable, at the times and in manner hereinbefore appointed for payment thereof respectively, and performing and observing all the covenants and conditions on the part of the Company herein contained, may peaceably and quietly hold, use, occupy and enjoy the demised premises, subject as hereinbefore expressed, during the said term hereby granted without any interruption or disturbance by the Government or any person lawfully claiming any estate in the demised premises, or any part thereof, through or under the Government.

43. If the Company shall, with the previous consent of the Government, for that purpose first had and obtained, assign the demised premises or any part thereof, and shall, at the Company's expense, procure the assignee or assignees to execute and deliver to the Government a deed or deeds of covenant binding the assignee or assignees to perform and observe all the covenants and obligations and conditions on the part of the Company herein contained (or in the case of an assignment of part only of the said premises so far as such covenants, obligations, and conditions relate to such part) on the terms and conditions herein contained, then the Company shall be discharged from all further liability to the Government under these presents, or, in the case of an assignment of part only of the demised premises, from all liabilities in respect of the part so assigned; and the subsequent winding up of the Company or its ceasing to exist, shall not give the Government any right of re-entry, under clause 41 hereof upon the demised premises, or, in the case of an assignment or assignments of part only of the said premises having been made upon the part or parts included in such assignment or assignments.

44. All notices to be given under or with reference to these presents, or anything done or to be done thereunder, shall be in writing, and on the part of the Government shall be under the hand of one of the Secretaries or other proper officers of the Government and shall be addressed and delivered to the Company's principal representative for the time being in the Government's territories, or shall be left so addressed at the principal counting house of the Company on the demised premises, and on the part of the Company shall be under the hand of the said principal representative and shall be addressed and delivered to or left at the office of one of such Secretaries or other proper officer.

45. All payments to be made under these presents shall be made in Hyderabad.

46. If any dispute, question, difference or controversy shall arise between the Government and the Company concerning these presents or any clause or thing herein contained, or the construction thereof, or the amount of compensation to be paid thereunder, or any matter or thing to be done thereunder or in any way connected with these presents or the operation thereof, or the rights, duties or liabilities of either party under or in connection with these presents, or in relation to any matter hereinbefore referred to arbitration under this clause, then and in every or any such case or dispute, the matter in difference shall be referred to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the Company: and the duty of the said Board shall be to inquire into and equitably adjust and determine the same, and, if the Board shall be unable to do so by reason of difference of opinion among the members thereof, or for any other reason, the matter in difference shall stand referred to an umpire to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration; or in case the Board shall not, within six weeks after the dispute or difference shall have been referred to them, have appointed the said umpire, the appointment of an umpire may be made upon the application of either party by the Governor-General of India in Council: and the decision of such Board, or in the event of their not arriving at a decision as aforesaid the decision of such umpire shall be final and binding upon both parties, and no appeal shall lie therefrom; and upon every such reference the Board of Arbitration and umpire shall respectively have power to examine witnesses upon oath or affirmation, and to fix, settle, and determine the amount of the costs of and incidental to the reference and award respectively to be paid by both parties or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for, the provisions of the English Arbitration Act, 1889, and any Acts amending the same shall, *mutatis mutandis*, have effect in relation to every arbitration under these presents.

In witness whereof the said Nawab Secunder Jung Ikbal-ud-Daula Iktidar-ul-Mulk, Vikar-ul-Umara Bahadur, acting on behalf of the Government of His Highness the Nizam, has hereunto affixed the seal of State of His Highness's Government, and the Company have caused these presents to be signed, sealed, and delivered on their behalf at Hyderabad by Thomas Hermann Lowinsky, their Attorney thereunto duly authorized by power of attorney under their common seal the day and year first above written.

The Seal of State affixed by me,

VIKAR-UL-UMARA,

Prime Minister to His Highness the Nizam.



The Seal of State of the Government of His Highness the Nizam, affixed by the Nawab Vikar-ul-Umara Bahadur, Prime Minister to His Highness the Nizam, in the presence of

W. E. JARDINE,

Second Assistant to the Resident.

Seal of the Residency, Hyderabad.

Signed, sealed, and delivered by the said Thomas Hermann Lowinsky, for and on behalf of the Hyderabad (Deccan) Company, Limited, by virtue of a Power of Attorney from the said Company, duly authorizing him in that behalf, in the presence of

A. J. DUNLOP,

Senior Member, Board of Revenue, H. H. the Nizam's Government.

HORMASJEE U. VACKEEL,

Legal Adviser, H. H. the Nizam's Government.

For and on behalf of the HYDERABAD (DECCAN) COMPANY, LIMITED.

T. H. LOWINSKY, (Seal.)

Agent and General Manager in India of the Hyderabad (Deccan) Company, Limited.

The First Schedule above referred to.

FIRST PART.—UNDERGROUND AREA.

All gold, silver, and other minerals or valuable substances of whatsoever kind in and under the lands, whether Jagirs or otherwise, situate in His Highness's territory, in the polygonal areas, delineated and shewn on the map or plan marked A hereunto annexed and thereon coloured blue, subjec to the modification that wherever the lines forming the polygon pass through the lands of any village the actual boundary of the area demised shall follow the boundaries of the village lands, taking the boundaries outside the polygonal area in those cases where the village itself is situate on or inside the right lines forming the polygon, and the boundaries inside the polygonal area in those cases where the village is situate outside the right lines forming the polygon. For the purpose of this description the boundaries of the village lands shall be such as are shewn in the Revenue Survey Village Map of His Highness the Nizam's dominions, and when the right lines forming the polygon appear in the map A as drawn to or through a village, they shall be considered as drawn to or through the point in the village furthest from the interior of the polygonal area.

SECOND PART.—SURFACE.

All those pieces or parcels of land situate, lying, and being in the Raichore and Lingsugar Districts, in His Highness's territory delineated

and shewn on the maps or plans marked B1, and B2, hereunto annexed and thereon coloured pink.

The Second Schedule above referred to.

There shall be paid by the Company to the Government on the 1st day of March 1895, and on every subsequent 1st day of March, in every year of the term by these presents granted, and also on the 1st day of March next after the expiration or other sooner determination of the said term, royalties due as to the payment on the 1st March, 1895, for all the time elapsed from the commencement of the term created by the above Agreement to the 31st December, 1894, and as to subsequent payments for the then preceding year at the rates following, that is to say:—

1. For all gold, silver and connected minerals and other substances (that is, those intermixed with and usually and properly worked with the said mines, beds, seams, veins, and deposits of gold and silver) extracted from the ores, when sold, five per cent. on the amount of the net proceeds of the sale thereof, in calculating which net proceeds the following and no other expenses shall first be deducted:—(A) freight, *i.e.*, cost of and incidental to carriage from the mines to the markets; (B) insurance; (C) assaying; (D) refining; (E) brokerage, stamps and petty contingent charges connected with the foregoing.

In calculating the net proceeds of sale above referred to, the Company shall, in respect of all gold and silver sold by the Company in a manufactured form or otherwise than in their raw state, be entitled to deduct, in addition to the deductions enumerated above, from the sums actually received by the Company for such manufactured gold and silver, a sum equivalent to the actual cost of manufacturing such gold and silver into the form in which they are actually sold, together with a sum equivalent to ten per cent. of the sums actually received by the Company for such manufactured gold and silver.

2. For any other minerals that may be discovered and worked by the Company other than those above specified the royalties, deductions and allowances shall be determined by agreement between the Government and the Company when such other minerals are discovered and worked; and in the event of their being unable to agree shall be referred to a Mining Board, to be constituted as hereinafter mentioned, or in any other manner that may be agreed upon between the Government and the Company.

The said Mining Board shall be composed of a Mining Engineer to be appointed by the Government and a Mining Engineer to be appointed by the Company, and, in default of their agreement, of an experienced Engineer in India or England, to be appointed by the Governor-General of India in Council.

In this Schedule "the then preceding year" means "the year ending on the then last preceding 31st day of December for the time being."

The Seal of State affixed by me,

VIKAR-UL-UMARA,

Prime Minister to His Highness the Nizam.



The Seal of State of the Government of His Highness the Nizam, affixed by the Nawab Vikar-ul-Umara Bahadur, Prime Minister to His Highness the Nizam, in the presence of

W. E. JARDINE,

Second Assistant to the Resident.

Signed, sealed, and delivered by the said Thomas Hermann Lowinsky, for and on behalf of the Hyderabad (Deccan) Company, Limited, by virtue of a Power of Attorney from the said Company, duly authorizing him in that behalf, in the presence of

A. J. DUNLOP,

Senior Member, Board of Revenue, H. H. the Nizam's Government.

HORMASJEE U. VACKEEL,

Legal Adviser, H. H. the Nizam's Government.

For and on behalf of the HYDERABAD (DECCAN) COMPANY, LIMITED.

T. H. LOWINSKY, (Seal.)

Agent and General Manager in India of the Hyderabad (Deccan) Company, Limited.

APPENDIX No. VI.—*Page 14.*

THE GOVERNMENT OF HIS HIGHNESS THE NIZAM

TO

THE HYDERABAD (DECCAN) COMPANY, LIMITED.

SUPPLEMENT TO THE RAICHORE DOAB GOLD LEASE, BEING A GRANT OF PROSPECTING RIGHTS OVER CERTAIN LANDS IN THE NEIGHBOURHOOD OF THOSE COMPRISED IN THAT LEASE, AND OF THE RIGHT TO LEASES OF THE GOLD, SILVER, AND OTHER MINERALS TO BE FOUND THEREIN.

This Indenture, made the Tenth day of December 1894, BETWEEN NAWAB SECUNDER JUNG IKBAL-UL-DAULA, IKTIDAR-UL-MULK, VIKAR-UL-UMARA BAHADUR, Prime Minister to His Highness the Nizam, acting on behalf of THE GOVERNMENT OF HIS HIGHNESS THE NIZAM (hereinafter referred to as "the Government"), of the one part, and THE HYDERABAD (DECCAN) COMPANY, LIMITED (hereinafter referred to as "the Company") of the other part.

On the 2nd May 1890, the Company applied to the Government for the grant of a Lease of the gold, silver and other minerals in and under certain lands, in pursuance of the Concession granted on the 7th January 1886, to William Clarence Watson and John Stewart, now vested in the Company. The Government objected as to a great part of the said lands, that the Company had not demonstrated the existence of gold, silver, and other minerals therein which the Government alleged it was necessary, under the said concession, that the Company should do before it could have the right to such lease. The Company maintained that it was not, under the said concession, necessary for them to do so.

Finally, it was agreed between the said parties by way of compromise that a lease should be granted by the Government to the Company of the polygonal area shewn on the map hereunto annexed and thereon coloured blue, and of certain surface lands, and that the said parties should enter into these presents with reference to the tract of lands shewn on the said map, and thereon coloured yellow.

In pursuance of the said Agreement, an Indenture of Lease of the said polygonal areas and surface lands, bearing even date herewith and made between the parties hereto, has been executed immediately before the execution of these presents.

Now this Indenture witnesseth that it is hereby agreed between the said parties hereto, the Government binding itself as to the matters to be performed and observed by the Government, and the Company binding themselves as to all the matters to be performed and observed by them as follows, *viz.*:—

1. The Government hereby grants to the Company and agrees that the Company shall have from the date of this present Agreement the exclusive right of prospecting, searching, boring, sinking, exploring and testing for gold and silver throughout lands coloured yellow on the plan hereunto annexed until the 6th day of June, 1904.

2. The Company may from time to time until the said 6th day of June, 1904, select and notify to the Government of His Highness the Nizam the selection of any portion of the said lands coloured yellow on the said Plan as to which the Company shall satisfy the Government that the Company have good grounds for believing that it is auriferous or contains any other minerals or valuable substances and which the Company desire to acquire.

3. Upon any lands or the mines and minerals thereunder being so selected His Highness's Government will from time to time at the expense of the Company, but free of any premium or other payment except the royalty and dead rent to be reserved by the Lease or Leases hereinafter referred to, grant to the Company or their licensed nominees a Lease or Leases thereof, and of such surface lands as the Company shall require for the purpose of working the same, and of the gold, silver and other minerals or valuable substances in and under the premises comprised in such selection, for the term of 99 years, beginning on the 1st day of January, 1886, and upon the execution of any such Lease or Leases shall give immediate possession of the premises comprised therein respectively.

4. Every Lease so to be granted shall contain precisely the same terms and conditions in all respects *mutatis mutandis* as regards blocking the area, royalties, ground rent, dead rent, freedom from fiscal charges or duties, right to subsequent Leases of further surface lands and other matters, as those contained in the Lease of even date herewith.

5. The Company shall until the 6th day of June, 1904, pay to the Government of His Highness as a rent for the rights of prospecting hereby granted the annual sum of 50 Halli Sicca rupees by equal quarterly payments on the 6th day of September, the 6th day of December, the 6th day of March and the 6th day of June in every year, the first of such quarterly payments to be made on the 6th day of September, 1894, and the last of such quarterly payments to be made on the 6th day of June, 1904.

In witness whereof the said Nawab Secunder Jung Ikbal-ud-Daula Iktidar-ul-Mulk, Vikar-ul-Umara Bahadur, acting on behalf of the Government of His Highness the Nizam has hereunto affixed the Seal of State of His Highness's Government and the Company have caused these presents to be signed, sealed and delivered on their behalf by Thomas Hermann Lowinsky, their Attorney, in that behalf duly authorized by power of

attorney, under their Common Seal at Hyderabad the day and year first above written.

The Seal of State affixed by me,

VIKAR-UL-UMARA,

Prime Minister to His Highness the Nizam.



The Seal of State of the Government of His Highness the Nizam, affixed by the Nawab Vikar-ul-Umara Bahadur, Prime Minister to His Highness the Nizam, in the presence of

W. E. JARDINE,

Second Assistant to the Resident.

Signed, sealed, and delivered by the said Thomas Hermann Lowinsky, for and on behalf of the Hyderabad (Deccan) Company, Limited, by virtue of a Power of Attorney from the said Company duly authorizing him in that behalf, in the presence of

A. J. DUNLOP,

Senior Member, Board of Revenue, H. H. the Nizam's Government.

HORMASJEE U. VACKEEL,

Legal Adviser, H. H. the Nizam's Government.

For and on behalf of the HYDERABAD (DECCAN) COMPANY, LIMITED.

T. H. LOWINSKY, (Seal.)

Agent and General Manager in India of the Hyderabad (Deccan) Company, Limited.

APPENDIX No. VII—*Page 15.*

Deed of Covenant, dated 9th May 1899, executed by His Highness the Nizam's Government in connection with an assignment to the Wondalli Gold Mines, Limited, of the Wondalli Block in the Raichur Doab Gold Field.

This Indenture made the ninth day of May one thousand eight hundred and ninety-nine between Nawab Secunder Jung Ikbal-ud-Daula Iktadar-ul-Mulk Sir Vikar-ul-Umra Bahadur, K.C.I.E., Prime Minister to His Highness the Nizam of Hyderabad (Deccan), acting on behalf of the Government of His Highness the Nizam (hereinafter called "the Government," which expression shall include the Nizam and his successors and the Government for the time being of the Nizam and his successors) of the one part and the Wondalli (Deccan) Gold Mines, Limited (hereinafter called "the Wondalli Company," which expression shall include the Wondalli Company, its successors and licensed assigns) of the other part. Whereas this deed is intended to be supplemental, first, to an indenture of lease (hereinafter called "the Lease") dated the tenth day of December one thousand eight hundred and ninety-four, and made between the said Nawab acting on behalf of the Government of the one part and the Hyderabad (Deccan) Company, Limited (hereinafter referred to as "the Hyderabad Company") of the other part, whereby certain surface lands and mines forming part of the Raichur gold field were demised by the Government to the Hyderabad Company as mentioned in the Lease; secondly, to an Indenture of assignment (hereinafter called "the Assignment") dated the seventeenth day of August one thousand eight hundred and ninety-six, and made between the Hyderabad (Deccan) Company of the one part and the Wondalli Company of the other part (being the indenture of that date of which a printed copy is hereto annexed, and which contains by way of schedule a print of the Lease), whereby certain surface lands and the mines and minerals therein or thereunder (such lands and mines being hereinafter referred to as "the Wondalli Block") forming part of the premises comprised in the Lease were assigned by the Hyderabad Company to the Wondalli Company as mentioned in the Assignment, and accordingly it is intended that this deed shall be read and have effect as if it contained full recitals of the Lease and the Assignment; and whereas the Assignment was made with the previous consent in writing of the Government, and whereas the surface of the Wondalli Block comprises the whole of and is identical with the surface of the lands coloured pink on the map or plan annexed to the Lease and marked B.-I., and referred to in the second part of the first schedule to the Lease, and the underground area of the Wondalli Block forms part of the underground area described in the first part of the same schedule; and whereas the Hyderabad Company has not yet divided the said underground area described in the said first part of the said first schedule into sections in accordance with the provisions of clause 20 of the Lease;

Now this Indenture witnesseth, and it is hereby agreed and declared as follows, that is to say :—

1. The Wondalli Company shall within the time and in the manner prescribed by clause 20 of the Lease either constitute the whole of the Wondalli Block one section under such clause, or divide the same block into several sections in accordance with the same clause, provided that no such section as last aforesaid shall include any of the other premises which are comprised in the Lease and do not form any part of the Wondalli Block.

2. The Wondalli Company do hereby covenant with the Government that the Wondalli Company will at all times during the continuance with respect to the Wondalli Block of the term granted by the Lease perform and observe all the covenants, obligations, and conditions on the part of the Hyderabad Company in the Lease contained so far as such covenants, obligations, and conditions relate to the Wondalli Block on the terms and conditions in the Lease contained.

3. The rights and interests of the Wondalli Company to and in the Wondalli Block shall not be affected by, nor shall the Wondalli Company be under any liability to the Government by reason of any breach or non-observance of any covenant, obligation, or condition contained in the Lease except in so far as such covenant, obligation, or condition, related to the Wondalli Block.

4. The Assignment shall not, nor shall the said consent given by the Government thereto, nor shall this Deed, nor shall anything therein contained, be construed so as to prejudice or affect any of the rights or remedies of the Government against the Hyderabad Company under the Lease in respect of any of the premises therein comprised other than and except the Wondalli Block.

In witness whereof, the said Nawab Secunder Jung Ikbal ud-Daula Iktidar-ul-Mulk Sir Vikar-ul-Umra, K.C.I.E., Bahadur, acting on behalf of the Government of His Highness the Nizam, has hereunto affixed the seal of State of His Highness's Government the day and year first above written.

(Signed) VIKAR-UL-UMRA.

The seal of State of the Government of His Highness the Nizam of Hyderabad affixed by the Nawab Sir Vikar-ul-Umra Bahadur, K.C.I.E., Prime Minister of the Government of His Highness the Nizam in the presence of

Seal of His Highness the Nizam's Government.

(Signed) C. H. HILL,

First Assistant Resident.

(Signed) EMAD JUNG,

Legal Adviser.

MYSORE.

APPENDIX No. VIII—*Page 192.*

AGREEMENT between the GOVERNMENT of MYSORE and MESSRS. J. TAYLOR and SONS regarding the supply of electrical power to the KOLAR GOLD FIELDS.

An AGREEMENT made the 22nd day of June 1900 BETWEEN THE GOVERNMENT of H. H. THE MAHARAJAH of MYSORE (hereinafter called "the Government") of the one part and JOHN TAYLOR and SONS of 6 Queen Street Place in the City of London of the other part respecting the supply and purchase of Electrical Power to be supplied by the Government from the Cauvery Falls to Gold Mining Companies on the Kolar Gold Field.

1. John Taylor and Sons will use their best endeavours to procure Gold Mining Companies on the Kolar Gold Field under their management to enter into agreements with the Government in the form set out in the Schedule hereto to take a supply of power amounting approximately in the aggregate for all the contracting Companies to at least 4,000 horse-power reckoned in the manner set forth in the scheduled form of agreement and subject to any deductions mentioned in that form, and John Taylor and Sons are hereby authorised to sign for and on behalf of the Government agreements with such Companies in the scheduled form.

2. The supply of power to be taken by each contracting Company shall be fixed by John Taylor and Sons and the approximate amount shall be stated in each agreement signed by them under the power hereby conferred, but the total approximate amount stated in all the agreements shall not, except as mentioned in the next succeeding clause hereof, exceed in the aggregate 4,000 horse-power reckoned in the manner and subject to the deductions aforesaid.

3. If John Taylor and Sons shall desire that the amount of the power to be supplied shall be increased beyond 4,000 horse-power and shall give notice to that effect to the Government before the expiration of one year from the date when power is first supplied under any of the agreements to be signed under the authority of these presents and shall prove to the reasonable satisfaction of the Government that the extra power required is reasonably likely to be utilised throughout the remainder of the period mentioned in the scheduled form of agreement, then the amount of the power to be supplied shall be increased by such an amount (not being less than 2,000 horse-power nor more than 4,000 horse-power) as John Taylor and Sons shall require and the increased amount shall in that case be added to the amount mentioned in Clause 2 hereof.

4. Within the limits hereinbefore mentioned the amount of power to be taken by any contracting Company may from time to time be increased by John Taylor and Sons and the right to a supply of power may, with the

consent of the Companies concerned, be transferred by John Taylor and Sons from one Company to another, but this power of transfer shall not be exercised in any way which shall be likely to be prejudicial to the Government or to involve a diminution in the amount of power used or paid for. Any variation in the amount of power to be supplied to any particular Company or any transfer of power from one Company to another made under this clause may be made either by a fresh contract or fresh contracts or by a memorandum or memoranda endorsed on the existing contract or contracts and signed or sealed by the Company or Companies concerned and by John Taylor and Sons on behalf of the Government. No such variation or transfer shall be made without the consent of the Government. But the Government agree to give such consent in all cases where an electro-motor is suitable for the machine to which it is proposed to transfer it, provided that the Government is satisfied that such transfer is not likely to involve a reduction in the amount of power used or paid for.

5. If John Taylor and Sons shall fail to procure Gold Mining Companies on the Kolar Gold Field under their management to enter into agreements with the Government in the scheduled form to take a supply of power amounting approximately in the aggregate for all the contracting Companies to at least 4,000 horse-power reckoned in the manner and subject to the deductions aforesaid within twelve calendar months after the date when this Agreement shall become binding either of the parties hereto may by notice in writing to the other rescind this Agreement.

6. All agreements (including any such fresh contracts or memoranda as mentioned in Clause 4 of the Agreement) signed by John Taylor and Sons on behalf of the Government under the authority hereby conferred shall be executed in duplicate and one part thereof shall be handed over by John Taylor and Sons to the Government.

7. Any notice or document to be given or handed over to the Government under this Agreement may be given or handed over to them by being left with Captain J. Thomson, at the Home Office, London, or such other agent as the Government may appoint from time to time and any notice to be given under this Agreement to John Taylor and Sons may be given by sending the same to them by post addressed to them at 6 Queen Street Place aforesaid.

8. The Companies with which John Taylor and Sons are hereby authorised to enter into contracts shall include future as well as existing Gold Mining Companies and Gold Mining Companies in which John Taylor and Sons or any members or member of that firm are or is interested as directors managers share-holders or otherwise as well as other Companies. But the Government shall not be required to supply any electrical power except within a radius of ten miles from Taylor's shaft upon the mine of the Nandydrug Company Limited.

9. All rights and powers given to John Taylor and Sons by this Agreement shall, on any change in the constitution of the firm, pass to their successors for the time being in business.

10. The arbitration clause contained in the scheduled form of agreement shall apply and take effect in the same manner as if it had been repeated herein with the substitution of the name of John Taylor and Sons for that of the Company.

11. This agreement shall be construed according to, and all rights and remedies shall be regulated by, English law.

12. This Agreement shall become binding when signed or sealed by—

(1) H. H. the Maharajah of Mysore or the Dewan of Mysore for the Government.

(2) John Taylor and Sons.

IN WITNESS whereof Sir K. Sheshadri Iyer, the Dewan of Mysore, acting for and on behalf of the Government, and John Taylor and Sons, have hereunto set their respective hands and seals, with effect from the day and the year first above written.

Signed, sealed and delivered by the above named Sir K. Sheshadri Iyer. (Sd.) K. SHESHADRI IYER,

In the presence of

(Sd.) SWOGNANA MUDALIOR, *Manager.*

Seal of Govt. of Mysore. (red seal)

THE SCHEDULE ABOVE REFERRED TO.

AGREEMENT made the day of
BETWEEN THE GOVERNMENT OF H. H. THE MAHARAJAH OF MYSORE (hereinafter called "the Government") by John Taylor and Sons acting under the authority in that behalf conferred by an Agreement dated the day of 1900 between the Government and themselves of which a copy is intended to be hereunto annexed and which is hereafter referred to as "the main Agreement" of the one part and LIMITED (a Company carrying on or intending to carry on the business of gold mining on the Kolar Gold Field and hereinafter called "the Company") of the other part.

1. This Agreement shall be binding on both parties for a period of ten years from the date on which any power supplied under this or any other contract entered into under the authority conferred by the main Agreement is first used if the lease under which the Company now work or propose to work their mines or any renewed lease which may be acquired by the Company of such mines shall so long last.

2. The Government agrees to provide and instal in addition to the plant necessary for generating transmitting and transforming the Electrical Power all conductors motors electrically-driven air compressors (subject to the provision in Clause 7) other apparatus and buildings necessary for distributing and utilising the said power at such places and to connect the same to such machines as may be required by the Company within the boundaries of the Gold Mines of the Company within the radius mentioned in Clause 8 of the main Agreement, the Government further agrees where necessary to alter and adapt existing plant so as to enable electrical power to be utilised in the same. All plant and apparatus installed in virtue of this term and all alterations and adaptations of existing plant shall be subject to the approval of managers for the time being of the Company. Provided that before any such plant is installed such managers shall have satisfied the Government that there is reasonable probability of its being utilised throughout the period of this Agreement.

3. The Government agrees to maintain and work at its own cost all the distributing plant and apparatus installed in virtue of the foregoing clause for a period of one year and at the expiration of this period to hand over the same in full working order to the Company free of charge. The plant and apparatus so handed over will include all motors electrically-driven air compressors subsidiary conductors and other plant and apparatus from the distribution centres. From such time as the said distributing plant and apparatus shall have been handed over to the Company the same shall become the property of the Company and all responsibility on behalf of the Government in respect of the same shall cease.

4. The Government agree to instal and maintain all plant and apparatus necessary for generating transmitting and transforming Electrical Power to such amount as is hereinafter agreed upon and to provide such duplicate and spare plant throughout its system and otherwise to take such reasonable precautions as are necessary to ensure continuity in the supply of power with as little variation in the speed of motors as is reasonably practicable. In the event of an interruption in the supply of power from any cause other than gross negligence on the part of its servants the Government will not be liable for any loss due to such interruption. The Government agrees in the event of such interruption to give notice as early as possible as to the probable duration of the same and to use every endeavour to make the period of interruption as short as possible. The Government agrees not to reduce the amount of power supplied to the several Companies with whom contracts are entered into by John Taylor and Sons under the authority conferred by the main Agreement by reason of power from the Cauvery Falls being required elsewhere. The Government will not be liable in any event for damage to person or property arising accruing or resulting from the use of the power but agrees to take every reasonable precaution to prevent such damage.

5. The Government shall (subject to the provisions contained in Clause 2) supply and the Company shall (subject to the deductions and

provisions hereinafter specified and contained) take a supply from them of Electrical Power to an amount (approximately) of horse-power reckoned in the manner hereinafter set forth.

6. The amount of power supplied will be reckoned as follows :—

(*a*) The indicated horse-power of each steam engine to be replaced by an electro-motor will be accurately calculated from the mean of five indicator diagrams taken during ordinary work on such days as may be agreed upon in the presence of representatives who shall be appointed by both parties and will be accepted as the power of such engine. The Government will instal sufficient Electrical Power to keep the machines which were run by such engine in ordinary work and the Electrical Power so supplied shall be accepted by both parties as equal to the indicated horse-power as above mentioned.

(*b*) In the case of new machinery which is geared only to be run by Electrical Power the number of horse-power supplied shall be accepted by both parties as equal to $\frac{1}{746}$th part of the number of watts at the terminals of the motor or motors when running such machinery in full work, the said number of watts being determined at the commencement of supply by an electro-dynamometer or other instrument approved by both parties.

7. The Company agree (subject to the deductions and provisions hereinafter specified and contained) to pay the following prices for Electrical Power supplied in virtue of this Agreement :—

During the first year from the commencement of supply to each electro-motor twenty-nine pounds (£29) per horse-power per annum.

During the second, third and fourth years eighteen pounds (£18) per horse-power per annum.

During the fifth year such sum not exceeding twenty-four pounds (£24) per horse-power per annum as the Government may determine.

During the remaining years ten pounds (£10) per horse-power per annum.

These payments will be made in pounds sterling monthly within one month of the receipt in London of an account from the Government of the power used during the month, such account having been first countersigned by the representatives of the Company at the Gold Field. All moneys due from the Company to the Government shall be paid to the credit of the Government at such Bank in London as the Government may direct.

In addition to the foregoing payments the Company agree to repay in equal monthly instalments during the second year from the

commencement of supply to each electrically-driven air compressor such sum over and above £4 per horse-power as shall have been paid by the Government for such air-compressor which sum shall not include the cost of the electro-motor for the said air-compressor.

In case any of the moneys hereinbefore agreed to be paid by the Company shall be in arrear and unpaid for two calender months next after the time at which the same shall become payable, the Government may discontinue the supply of electrical force and all obligations under this Agreement shall therefore cease without prejudice nevertheless to the recovery of any moneys then owing by the Company.

8. The Government agrees that on receipt of a notice from the Company or any authorised agent of the Company to the effect that a specified amount of power will not be required for a specified period of time or until further notice the payment due for the same during the period of disuse will be remitted, provided that the period for which this reduction of payment is claimed shall not be less than five days and that the reduction will not be allowed if any other power shall be used for the machine for which such reduction is claimed during the period of notice of disuse or if any machine driven by other power shall be used as a substitute for such machine under notice of disuse. This reduction will be granted only after the power for which it is claimed has been in use for one year.

9. In the event of an interruption or a diminution in the supply of power whether from an accident to the generating or transmitting plant or from any cause other than the failure of an electro-motor after the same has been handed over to the Company when such interruption or diminution extends over a period exceeding one hour, payment for power not supplied will be remitted for the whole period during which such interruption or diminution continues, and for the purpose of calculating the amount such reduction of payment the period shall be deemed to have extended to the next integral number of hours above its actual duration. In any such case of interruption or diminution in the supply of power to the Company's machinery the Company shall be free to resort immediately to the use of steam or other power.

10. The Company agree to give to any person authorised by or on behalf of the Government free access to any portion of the mines or premises of the same where Electrical Power is employed and to afford every facility to such person in ascertaining the amount of such power which is being supplied, provided that such person shall not without the consent of the Company in any way interfere with the working of the mines.

11. The Government retains the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month at a time to be agreed upon with the representatives of the Company at the Gold Field and also for a similar period at any time if it

should appear necessary to the Government to test any portion of the plant in order the better to secure subsequent continuity of supply or for the purpose of connecting new machinery.

12. In any case where such person as is referred to in Clause 10 can show good reason for supposing that a waste of Electric Power is occurring through leakage or otherwise in some portion of the distributing plant or that such waste is liable to occur the Company agree to afford such reasonable facilities as are necessary for the ascertaining and prevention of such waste or the repair of such defective plant and if the said portion of the distributing plant has been previously handed over to them the Company agree to forthwith take such steps as may be necessary to prevent such waste and in general to use such supervision and to take such steps as may be reasonably considered necessary to discover any such defect in the distributing plant and to remedy the same.

13. The Government agrees to take every reasonable care that the work of installing the distributing plant shall interfere as little as possible with the work of the mines.

14. No electro-motor shall be installed and no Electrical Power shall be used in connection with the supply from the Cauvery Falls without the consent of the Government.

15. Any electric current required in connection with the supply from the Cauvery Falls for the purposes of lighting or for any purpose other than the running of electro-motors shall be obtained from motor generators and shall not be taken from the distributing conductors.

16. No electro-motor shall be transferred from one mine or machine to another without the consent of the Government but the Government agrees to give such consent in all cases where the electro-motor is suitable for the machine to which it is proposed to transfer it, provided that the Company satisfy the Government that such transfer is not likely to involve a reduction in the amount of power used or paid for. The work done by any electro-motor shall not be increased beyond that for which it was installed without the consent of the Government.

17. In the event of any dispute or difference arising as to the construction meaning or effect of this Agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter shall be first submitted to a Committee consisting of the following persons, *viz.*—

One expert appointed by the Government.

One expert appointed by the Company, and

One expert appointed by the British Resident in Mysore.

This Committee will report fully on the question at issue and their decision if unanimous will be binding on both parties in respect of any question of fact concerning the supply and use of Electrical Power under this Agreement and in respect of any scientific question which may have arisen. In the event of either party not (subject to the provisions last hereinbefore

contained with respect to the decision of the Committee if unanimous) being satisfied with the decision of the Committee or of the Committee not being unanimous the matter shall then be referred to two Arbitrators sitting in London who shall be appointed respectively by each party and this shall be deemed to be a submission within the meaning of the Arbitration Act 1889 or other statutory amendment thereof in force for the time being. The provisions of the said Act or amendment thereof shall apply to the submission with the following exceptions :—

(*a*) No evidence shall be admissible before the said Arbitrators or the Umpire other than the report or reports of the said Committee and this Agreement or certified copies of the said report or reports and agreement.

(*b*) The Arbitrators or their Umpire shall make their or his award in writing, and give notice to the representatives of both parties in London that the same has been made, within two calender months after entering on the reference and shall not have power to enlarge the time for making their award.

(*c*) In the event of the Arbitrators or Umpire failing to make their or his award or to give notice that the same has been made to the representatives of both parties in London within the time appointed for making their award the report of the majority of the said Committee (if two or more members of the said Committee shall have agreed in their report) shall be binding on both parties.

18. If at any time during the period of this Agreement a portion exceeding one-fourth of the power to be supplied under this Agreement shall have been in disuse for a consecutive period of one year or if a portion exceeding one-fourth of the said power shall have been in disuse for a less period than a year and the Company fail to show reasonable probability that the portion so in disuse would be fully utilized for the remainder of the period of this Agreement, the Government reserves the right to discontinue the supply of such portion of the power and the Company agree on receipt of notice from the Government to that effect forthwith to disconnect the electro-motors installed to utilize the said portion of power in disuse and not to connect the same again to the distributing circuits without the consent of the Government.

19. This Agreement shall be construed according to, and all rights and remedies shall be regulated by, English Law.

20. This Agreement may be rescinded by either party by notice in writing to the other party if within three years from the date hereof the Government is not prepared to commence the supply of power.

21. If the main Agreement shall be rescinded under the power in that behalf conferred by Clause 5 thereof either of the parties hereto may by notice in writing to the other rescind this Agreement.

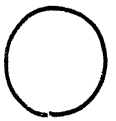
22. This Agreement is signed by John Taylor and Sons on behalf of the Government under the authority which they believe to be given to them in that behalf by the main Agreement but they do not warrant the exis-

tence or continuance of that authority or the performance or observance of this contract by the Government and under no circumstances shall John Taylor and Sons incur any liability by reason of their signing this contract whether under the contract itself or under any warranty of authority which but for this clause might be implied by their signature thereof or any other ground whatsoever.

IN WITNESS whereof John Taylor and Sons on behalf of the Government have hereunto set their hands and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered by the above named John Taylor and Sons in the presence of
(Sd.) V. L. L. FRANCIS,
19 G'WINCHESTER ST.,
LONDON,
Solicitor.

(Sd.) JOHN TAYLOR AND SONS.



Red Seal.

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